



# DU PAGE COUNTY

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

## Judicial and Public Safety Committee

### Final Summary

**Tuesday, June 18, 2024**

**8:00 AM**

**County Board Room**

**1. CALL TO ORDER**

8:00 AM meeting was called to order by Chair Lucy Evans at 8:01 AM.

**2. ROLL CALL**

Other Board members in attendance: Paula Garcia

Staff in attendance: Conor McCarthy (Assistant State's Attorney), Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Candace Adams (Circuit Court Clerk), Kevin Vaske (Director-Circuit Court Clerk's Office), Jeff Martynowicz (Chief Financial Officer), Valerie Calvente (Procurement Officer), Jason Blumenthal (Policy and Program Manager-County Board), Craig Dieckman (Director-Office of Homeland Security and Emergency Management), John Nebl (Emergency Management Coordinator-Office of Homeland Security and Emergency Management), Jeff York (Public Defender) and Jeremy Custer (Senior Advisor-County Board)

Remote attendees: Dan Bilodeau (Deputy Chief-Sheriff's Office) and Robert Lyons (Chief of Administration-State's Attorney's Office)

<b>PRESENT</b>	Chaplin, Childress, DeSart, Evans, Krajewski, Ozog, Schwarze, Tornatore, Zay, and Yoo
<b>ABSENT</b>	Eckhoff, and Gustin

**3. PUBLIC COMMENT**

No public comment was offered.

**4. CHAIR REMARKS - CHAIR EVANS**

Chair Evans welcomed everyone to the meeting and then offered comments on two items on today's agenda. The first item she spoke of was item 6.D., the approval of a contract to Kelly A. Graham to serve as an Employment Coordinator for unemployed adult and juvenile probationers. Chair Evans briefly explained the services that this individual plans to provide if the contract is approved.

She then offered some background on agenda item 7.A., which seeks approval of a Memorandum of Understanding between the Illinois Law Enforcement Alarm System (ILEAS) and the County of DuPage to build two additional RapidComm trucks. Chair Evans commended the many COMU volunteers who plan to give countless hours of their time to work on these vehicles if the agreement is approved.

5. APPROVAL OF MINUTES

5.A. [24-1803](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, June 4, 2024.

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Sam Tornatore
<b>SECONDER:</b>	Yeena Yoo

6. PROCUREMENT REQUISITIONS

6.A. [JPS-P-0017-24](#)

Recommendation for the approval of a contract purchase order issued to Insight Public Sector, Inc., for the purchase of Getac Convertible Tablets, batteries, and chargers, for the Sheriff's Office, for the period of June 25, 2024 through June 24, 2025, for a contract total amount not to exceed \$47,819. Per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act", Omnia Partners #23-6692-03. (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Michael Childress

6.B. [JPS-P-0018-24](#)

Recommendation for the approval of a contract issued to Diana Hightower, for Coordinator of the Family Violence Coordinating Council, for the period of July 1, 2024 through June 30, 2025, for a total contract amount of \$40,320. Grant funded. (18th Judicial Circuit Court)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Yeena Yoo

6.C. [24-1804](#)

Recommendation for the approval of a contract purchase order issued to Image Printing, Inc., for the purchase of case jackets, for the Clerk of the Circuit Court, for the period of July 1, 2024 through June 30, 2025 for a contract total amount not to exceed \$15,371.59, per renewal of bid # 23-096-CCC, first of three options to renew. (Clerk of the Circuit Court)

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Greg Schwarze
<b>SECONDER:</b>	Michael Childress

6.D. [24-1805](#)

Recommendation for the approval of a contract to Kelly A. Graham, to design and implement comprehensive job placement for unemployed probationers, for the period June 30, 2024 through June 29, 2025, for a contract total amount not to exceed \$27,000. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Probation and Court Services).

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Brian Krajewski
<b>SECONDER:</b>	Liz Chaplin

6.E. [JPS-CO-0007-24](#)

Amendment to Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., for a case management system, to increase contract in the amount of \$12,676.38 for additional licenses, for a new contract total amount of \$892,725.76, an increase of 1.44%. (Public Defender's Office)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Jim Zay

7. RESOLUTIONS

7.A. [JPS-R-0013-24](#)

Authorization of a Memorandum of Understanding between the Illinois Law Enforcement Alarm System (ILEAS) and the County of DuPage. (Office of Homeland Security and Emergency Management)

Member Zay asked where these RapidComm vehicles will be stored. Director Dieckman responded that they will be kept in the 170 Building. Further, Director Dieckman stated that the County is only in possession of these vehicles while they are being assembled. Once they have been built, they will be redeployed to downstate Illinois.

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Liz Chaplin

7.B. [FI-R-0100-24](#)

Acceptance and appropriation of the Violent Crime Victims Assistance Program Special Project Grant PY25, Agreement No. 25-0620, Company 5000, Accounting Unit 6620, \$38,325. (State's Attorney's Office)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Yeena Yoo

8. BUDGET TRANSFERS

8.A. [24-1807](#)

Transfer of funds from account no. 1000-6510-53807 (subscription IT arrangements) to account no. 1000-6510-54107 (software) in the amount of \$2,469. This transfer is needed because GASB 96 changed the accounting standard regarding ownership criteria where the County has a non-cancelable right to control in excess of one year and should be considered capital in nature when determining ownership. Since this invoice was already charged to account code 53807, a journal entry will be created moving the expense from account 53807 to 54107. (State's Attorney's Office-Children's Advocacy Center)

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Sam Tornatore

8.B. [24-1808](#)

Transfer of funds from account no. 1000-6500-53807 (subscription IT arrangements) to account no. 1000-6500-54107 (software) in the amount of \$222,385. This transfer is needed because GASB 96 changed the accounting standard regarding ownership criteria where the County has a non-cancelable right to control in excess of one year and should be considered capital in nature when determining ownership. Since this invoice was already charged to account code 53807, a journal entry will be created moving the expense from account 53807 to 54107. (State's Attorney's Office)

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Yeena Yoo



**SECONDER:** Brian Krajewski

8.C. [24-1809](#)

Transfer of funds from account no. 1000-6500-53020 (information technology services) to account no. 1000-6500-50010 (overtime) in the amount of \$10,000 needed for overtime related to support staff for weekend First Appearance Court. (State's Attorney's Office)

Member Krajewski asked if this transfer is to cover overtime to-date and whether additional overtime will be necessary for weekend court appearances. Jeff Martynowicz, Chief Financial Officer, responded that these funds are to cover overtime costs to-date, as well as to ensure future overtime costs. Robert Lyons, Chief of Administration for the State's Attorney's Office, concurred that the transfer is in anticipation of overtime costs going forward. Member Krajewski then inquired whether staff assigned to cover weekend First Appearance Court are being paid overtime. Mr. Lyons confirmed that the staff hours worked are considered overtime.

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

**RESULT:** APPROVED  
**MOVER:** Sam Tornatore  
**SECONDER:** Yeena Yoo

9. ACTION ITEMS

9.A. [JPS-CO-0006-24](#)

Recommendation for the approval of a change order amending purchase order 5308-0001 SERV, issued to Logicalis, Inc., for management of the remote Disaster Recovery environment, to increase the purchase order in an amount of \$24,474.54, resulting in an amended purchase order total amount of \$1,104,525.22, a cumulative increase of 3.26%. (Clerk of the Circuit Court)

Member Yoo asked for clarification on why these additional funds were not anticipated at the time the contract was signed. Candice Adams, Circuit Court Clerk, explained that her office added more servers under their Disaster Recovery Program that were not budgeted for initially. Clerk Adams stated that her office had planned for some additional costs, but the larger increase in IT costs was not anticipated.

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

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Brian Krajewski  
**SECONDER:** Greg Schwarze

10. CONSENT ITEMS

10.A. [24-1810](#)

DuPage Legal Aid Foundation, 6184-0001 SERV - This Purchase Order is decreasing in the amount of \$34,520.50 and closing due to expiration of the contract. (State's Attorney's

Office)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Greg Schwarze
<b>SECONDER:</b>	Yeena Yoo

**11. OLD BUSINESS**

No old business was offered.

**12. NEW BUSINESS**

Member Ozog extended her thanks to the Daily Herald for their coverage of the one year anniversary of the mass shooting at the Hinsdale Lake Terrace Apartments. Further, she thanked Chair Conroy and Chair Evans for their recognition of the positive things DuPage County has done over the past year to improve the quality of life in this neighborhood.

**13. ADJOURNMENT**

With no further business, the meeting was adjourned at 8:20 AM. The next meeting is scheduled for Tuesday, July 2, 2024 at 8:00 AM.



# Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #: 24-1803**

**Agenda Date: 6/18/2024**

**Agenda #: 5.A.**

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# DU PAGE COUNTY

## Judicial and Public Safety Committee

### Final Summary

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

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**Tuesday, June 4, 2024**

**8:00 AM**

**County Board Room**

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**1. CALL TO ORDER**

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

**2. ROLL CALL**

Other Board members in attendance: Paula Garcia

Staff in attendance: Conor McCarthy (Assistant State's Attorney), Joan Olson (Chief Communications Officer), Jason Blumenthal (Policy and Program Manager), Evan Shields (Public Information Officer), Jeff Martynowicz (Chief Financial Officer), Nick Etminan (Buyer-Procurement) and Craig Dieckman (Director-Office of Homeland Security and Emergency Management).

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

<b>PRESENT</b>	Chaplin, Childress, Eckhoff, Evans, Gustin, Ozog, Schwarze, Tornatore, Zay, and Yoo
<b>ABSENT</b>	DeSart, and Krajewski

**3. PUBLIC COMMENT**

No public comment was offered.

**4. CHAIR REMARKS - CHAIR EVANS**

Chair Evans welcomed all to the meeting and hoped everyone had a good weekend.

**5. APPROVAL OF MINUTES**

5.A. [24-1675](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, May 21, 2024.

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Liz Chaplin

**6. BUDGET TRANSFERS**

6.A. [24-1676](#)

Transfer of funds from account no. 1000-4400-53400 (rental of office space) to account

no. 1000-4400-54000-0700 (building leases) in the amount of \$174,420. This transfer is necessary due to new accounting treatment for lease. (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Patty Gustin

6.B. [24-1677](#)

Transfer of funds from account no. 1000-4410-50010 (overtime) to account no. 1000-4403-50040 (part-time help) and account no. 1000-4410-50011 (sheriff-special duty O/T) in the amount of \$40,000. This transfer is necessary due to increased use of Crime Lab part-time forensic scientist and Corrections Officers special duty detail (reimbursed by agency). (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Greg Schwarze
<b>SECONDER:</b>	Patty Gustin

6.C. [24-1678](#)

Transfer of funds from account no. 1000-4400-53090 (other professional services) to account no. 1000-4401-54020 (building construction) in the amount of \$6,692. This transfer is necessary for completion of architect and design work done in 2023 for the Hidden Lakes Radio Tower Project. (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Michael Childress

6.D. [24-1679](#)

Transfer of funds from account no. 1400-5960-53828 (contingencies) to account no. 1400-5960-51070 (tuition reimbursement) in the amount of \$1,000. This transfer is necessary due to the fact that the Board increased tuition reimbursements after the original budget was submitted. (18th Judicial Circuit Court/Law Library)

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Greg Schwarze
<b>SECONDER:</b>	Michael Childress

7. ACTION ITEMS

7.A. [JPS-CO-0005-24](#)

Recommendation for the approval of an amendment to purchase order 6471-0001 SERV, for a contract issued to Ray O'Herron, for the purchase of ammuniton, to extend the contract from June 30, 2024 to November 30, 2024. No change in contract total amount. (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Greg Schwarze
<b>SECONDER:</b>	Patty Gustin

8. INFORMATIONAL

8.A. [FM-P-0026-24](#)

Recommendation for the approval of a contract to Advantage Paving Solutions, Inc., for asphalt repairs at the 424 and 501 parking lots, for Facilities Management, for the period of June 11, 2024 through November 30, 2025, for a contract total amount not to exceed \$436,065.52, per lowest responsible bid #24-062-FM. (\$24,000 for the Coroner and \$412,065.52 for Facilities Management)

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

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Yeena Yoo

9. OLD BUSINESS

Member Chaplin commented on the Law Enforcement Recruitment and Retention Grant Program which was approved by the County Board in August of 2023. She asked for an update from the Sheriff's Office on how the grant funds were used and whether they helped with retention and recruitment. Deputy Chief Dan Bilodeau responded that the Sheriff's Office was recently awarded that grant and they will be moving forward in the planning process to allocate the funds. In addition, Member Chaplin asked for clarification as to whether the grant will expire in 2024 and if so, will the Sheriff's Office ask for an extension. Deputy Chief Bilodeau responded that the timeframe to apply for the grant will close in 2024, but that they will have ample time to use the funds that were awarded to them.

10. NEW BUSINESS

No new business was offered.

11. ADJOURNMENT

With no further business, Member Gustin moved, seconded by Member Schwarze, to adjourn the meeting at 8:07 AM. The next meeting is scheduled for Tuesday June 18, 2024 at 8:00 AM.



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

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

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**File #:** JPS-P-0017-24

**Agenda Date:** 6/18/2024

**Agenda #:** 17.D.

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AWARDING RESOLUTION ISSUED TO  
INSIGHT PUBLIC SECTOR, INC.  
FOR THE PURCHASE OF  
GETAC CONVERTIBLE TABLETS, BATTERIES AND CHARGERS  
FOR THE SHERIFF'S OFFICE  
(CONTRACT TOTAL AMOUNT \$47,819)

WHEREAS, the County of DuPage, by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*), is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for the purchase of Getac convertible tablets, batteries and chargers; and

WHEREAS, pursuant to an Intergovernmental Agreement between the County of DuPage and the OMNIA Partners (Cobb County) IT Products and Services, #23-6692-03, the County of DuPage will contract with Insight Public Sector, Inc.; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Insight Public Sector, Inc., for the purchase of Getac convertible tablets, batteries and chargers, for the period of June 25, 2024 through June 24, 2025, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for the purchase of Getac convertible tablets, batteries and chargers, for the period of June 25, 2024 through June 24, 2025, for the Sheriff Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Insight Public Sector, Inc., 2701 E. Insight Way, Chandler, AZ 85286-1230, for a contract total amount not to exceed \$47,819, per contract pursuant to the OMNIA Partners (Cobb County) IT Products and Services, #23-6692-03.

Enacted and approved this 25<sup>th</sup> day of June, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: JPS-P-0017-24	RFP, BID, QUOTE OR RENEWAL #: 0227436881	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$47,819.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/18/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$47,819.00
	CURRENT TERM TOTAL COST: \$47,819.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Insight Public Sector	VENDOR #: 10809	DEPT: Sheriff	DEPT CONTACT NAME: Commander John Putnam
VENDOR CONTACT: Bob Erwin	VENDOR CONTACT PHONE: 480-366-7058	DEPT CONTACT PHONE #: 630-407-2050	DEPT CONTACT EMAIL: john.putnam@dupagesheriff.org
VENDOR CONTACT EMAIL: bob.erwin@insight.com	VENDOR WEBSITE:	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.). One time purchase of equipment necessary to implement electronic medical records for the Correctional Center. All items are on the OMNIA OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished In order to utilize electronic medical records and use to its full capacity, staff will need rugged equipment capable of being utilized in a mobile format throughout the facility.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source. OMNIA PARTNERS IT PRODUCTS & SERVICES(# 23-6692-03).
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). Proceed with purchase or maintain status quo and discontinue EMR implementation



## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Insight Public Sector	Vendor#: 10809	Dept: Sheriff	Division: Budget support
Attn: Bob Erwin	Email: bob.erwin@insight.com	Attn: Colleen Zbilski	Email: collee.zbilski@dupagesheriff.org
Address: 2701 E insight way	City: Chandler	Address: 501 N County Farm RD	City: Wheaton
State: AZ	Zip: 85286-1930	State: IL	Zip: 60187
Phone: 480-366-7058	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Insight Public Sector	Vendor#: 10809	Dept: Sheriff	Division: Corrections
Attn:	Email:	Attn: Commander John Putnam	Email: john.putnam@dupagesheriff.org
Address: 2701 E Insight Way	City: Chandler	Address: 501 N County Farm RD	City: Wheaton
State: AZ	Zip: 85286-1930	State: IL	Zip: 60187
Phone: 800-467-4448	Fax:	Phone: 630-407-2050	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 25, 2024	Contract End Date (PO25): Jun 24, 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	15	EA	VSCPPJABDBA	Getac V110 Convertible tablet	FY24	1000	4410	52100		2,802.00	42,030.00
2	15	EA	GE-SVTBNFX4Y	Getac bumper to bumper +extended warranty-extended service agreement	FY24	1000	4410	53806		258.00	3,870.00
3	10	EA	GBM3X1	Getac notebook battery	FY24	1000	4410	52100		79.00	790.00
4	1	EA	GCECUC	Getac Multi bay charger	FY24	1000	4410	52100		1,129.00	1,129.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 47,819.00

<i>Comments</i>	
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.

**SOLD-TO PARTY 11065728**

DUPAGE COUNTY SHERIFF  
 501 N COUNTY FARM RD  
 WHEATON IL 60187-3942

**SHIP-TO**

DUPAGE COUNTY SHERIFF  
 JASON SNOW  
 501 N COUNTY FARM RD  
 WHEATON IL 60187-3942

Quotation	
<b>Quotation Number</b>	: <a href="#">0227436881</a>
<b>Document Date</b>	: 22-MAY-2024
<b>PO Number</b>	:
<b>PO release:</b>	:
<b>Sales Rep</b>	: Bob Erwin
<b>Email</b>	: <a href="mailto:BOB.ERWIN@INSIGHT.COM">BOB.ERWIN@INSIGHT.COM</a>
<b>Telephone</b>	: +14803667058
<b>Sales Rep 2</b>	: Carlos Caluza
<b>Email</b>	: <a href="mailto:CARLOS.CALUZA@INSIGHT.COM">CARLOS.CALUZA@INSIGHT.COM</a>
<b>Telephone</b>	: +13103545660

**We deliver according to the following terms:**

**Payment Terms** : Net 90 days  
**Ship Via** : Insight Assigned Carrier/Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">VSCP6PJABDBA</a>	Getac V110 Gen 7 - Rugged - Convertible - 11.6" - Intel Core i5 1235U - 16 GB DDR4 SDRAM - 256 GB SSD OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3145.99 Discount: 10.934%	15	2,802.00	42,030.00
<a href="#">GE-SVTBNFX4Y</a>	Getac Bumper to Bumper + Extended Warranty - extended service agreement - 1 year - 4th year - pick-up and return OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 342.99 Discount: 24.779%	15	258.00	3,870.00
<a href="#">GBM3X1</a>	Getac - notebook battery - Li-Ion - 2100 mAh OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 92.99 Discount: 15.045%	10	79.00	790.00
<a href="#">GCECUC</a>	Getac Multi-Bay Charger - battery charger OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1534.99 Discount: 26.449%	1	1,129.00	1,129.00

Product Subtotal	43,949.00
Services Subtotal	3,870.00
TAX	0.00
<b>Total</b>	<b>47,819.00</b>

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Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Bob Erwin  
+14803667058  
[BOB.ERWIN@INSIGHT.COM](mailto:BOB.ERWIN@INSIGHT.COM)

Carlos Caluza  
+13103545660  
[CARLOS.CALUZA@INSIGHT.COM](mailto:CARLOS.CALUZA@INSIGHT.COM)

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

**SOFTWARE AND CLOUD SERVICES PURCHASES:** If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.  
<https://www.insight.com/terms-and-policies>

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, GA 30090

Contractor: Insight Public Sector, Inc.  
2701 E. Insight Way  
Chandler, AZ 85286

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

**OMNIA PARTNERS, PUBLIC SECTOR:** Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

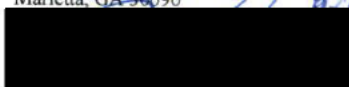
{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.



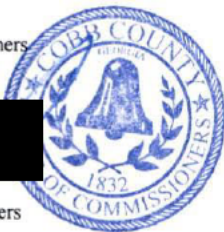
*Cobb County... Expect the Best!*

Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, GA 30090



Lisa N. Cupid, Chairwoman  
Cobb County Board of Commissioners

5/5/23  
Date



**APPROVED**  
PER MINUTES OF  
COBB COUNTY  
BOARD OF COMMISSIONERS

3/14/23

Insight Public Sector, Inc.  
2701 E. Insight Way  
Chandler, AZ 85286



Authorized Signature  
[Signature]

Title  
President

Date  
4/4/2023

FEDERAL TAX ID NUMBER

36-3949000

Approved as to form



County Attorney's Office

April 25, 2023  
Date





# 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: 5/28/2024

Company Name: Insight Public Sector, Inc.	Company Contact: Bob Erwin
Contact Phone: 480.366.7058	Contact Email: Bob.Erwin@Insight.com

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

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

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

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

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**

Add Line	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
x			

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]

Printed Name Erica Falchetti

Title Director, Public Sector

Date 5/28/2024

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



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**File #:** JPS-P-0018-24

**Agenda Date:** 6/18/2024

**Agenda #:** 17.E.

---

AWARDING RESOLUTION ISSUED TO  
DIANA HIGHTOWER  
FOR COORDINATOR OF THE FAMILY VIOLENCE COORDINATING COUNCIL  
FOR THE 18<sup>TH</sup> JUDICIAL CIRCUIT COURT  
(CONTRACT TOTAL AMOUNT \$40,320.00)

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 Diana Hightower, for Coordinator of the Family Violence Coordinating Council, for the period of July 1, 2024 through June 30, 2025, for the 18<sup>th</sup> Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is for Coordinator of the Family Violence Coordinating Council, for the period of July 1, 2024 through June 30, 2025 for the 18th Judicial Circuit Court, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Diana Hightower, for a contract total amount not to exceed \$40,320.00. Grant funded.

Enacted and approved this 25<sup>th</sup> day of June, 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-0018-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$40,320.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/18/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$40,320.00
	CURRENT TERM TOTAL COST: \$40,320.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		Department Information	
VENDOR: Diana Hightower	VENDOR #: 39914	DEPT: 18th Judicial Circuit Court	DEPT CONTACT NAME: Katherine Thompson
VENDOR CONTACT: Diana Hightower	VENDOR CONTACT PHONE: 217-260-9773	DEPT CONTACT PHONE #: 630-407-8788	DEPT CONTACT EMAIL: katherine.thompson@18thjudicial.org
VENDOR CONTACT EMAIL: dmherndz@yahoo.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.). Approval of a new contract with Diana Hightower, for Coordinator of the Family Violence Coordinating Council. This is a grant funded contract position.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The coordinator has oversight responsibility of the various committees established to address the issue of family violence. These committees are comprised of the Judiciary, social service agencies, clergy, probation and legal and law enforcement communities. They are charged with public education and compilation of materials to assist in the prevention of family violence in DuPage County.			

**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 May 13, 2024, three candidates applied and Diana Hightower was selected for her current work experience in the role, educational background, and commitment to social work. She has proven to be a great asset to our grant, and the Chief Judge has requested that she continue for another grant year.
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 the contract for the coordinator position 2. To add this position into the court's headcount.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Diana Hightower	Vendor#: 39914	Dept: 18th Judicial Circuit Court	Division:
Attn: Diana Hightower	Email: dmherndz@yahoo.com	Attn: Katherine Thompson	Email: katherine.thompson@18thjudicial.org
Address: On file	City: On file	Address: 505 N County Farm Rd	City: Wheaton
State: On file	Zip: On file	State: IL	Zip: 60187
Phone: 217-260-9773	Fax:	Phone: 630-407-8788	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor:	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): July 1, 2024	Contract End Date (PO25): June 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	480	EA	Hours Worked	Family Violence Coordinating Council Coordinator	FY24	5000	6000 IVE		TBD	35.00	16,800.00
2	672	EA	Hours Worked	Family Violence Coordinating Council Coordinator	FY25	5000	6000 IVE		TBD	35.00	23,520.00
										Requisition Total	\$ 40,320.00

**FY is required, ensure the correct FY is selected.**

<i>Comments</i>	
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. <b>Signature on file</b>

## CONTRACTUAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the Eighteenth Judicial Circuit Court of DuPage County, hereinafter referred to as the Court, and Diana Hightower, hereinafter referred to as the Contractor.

In consideration of the mutual covenants contained herein, the Court and the Contractor agree as follows:

1. **Services to be performed.** The Contractor will provide services as the Local Council Coordinator (Contractor) for the Family Violence Coordinating Council (Council) located in the Eighteenth Judicial Circuit, DuPage County, Illinois, in compliance with grant agreement #322518.

The Local Council Coordinator (Contractor) will provide administrative assistance for the Council; mobilize resources to efficiently address the Council's needs and programs; assist in creating realistic approaches to complex issues; work to identify, analyze, and develop work plans regarding the multi-faceted issues of family violence; and provide networking and communication with other councils, the Court, and the IFVCC.

The Contractor agrees to perform the work agreed to in a professional and workmanlike manner.

2. **Compensation.** In full consideration for personal services performed under this Agreement, the Court shall pay to the Contractor at a rate of \$35.00 per hour under the Grant #322518 for hours worked per pay period. Total compensation during the term of this agreement shall not exceed \$40,320.00. Pay periods shall be the first day of the month through the fifteenth (15<sup>th</sup>) day of the month, and the sixteenth (16<sup>th</sup>) day of the month through the last day of the month. To be eligible for payment, the Contractor must submit to the Court a semi-monthly invoice delineating the days and hours worked. The Court shall have the right to make the final determination that all services performed under this Agreement were reasonable and performed for the benefit of and in furtherance of the goals of the Local Council. Any services deemed unreasonable or which were not performed for the benefit of or in furtherance of the goals of the Local Council shall not be compensated.
3. **Training and Travel.** The Court shall pay the Contractor for necessary travel expenses incurred while rendering services under this agreement within the limitations of the budget and subject to the approval of the Court. All requests for attendance at seminars, training, or other related educational activities must be approved in advance by the Court Administrator or his designee. Travel expenses

shall be reimbursed in accordance with the regulations set forth by DuPage County, and allowable by the State of Illinois travel guidelines.

4. **No Additional Benefits.** No additional compensation or fringe benefits shall be provided to the Contractor by the Court other than those expressly set forth in sections 2 and 3 of this Agreement.

5. **Term and Termination of Agreement:**

- 5.1 **Term.** The term of this Agreement shall commence on July 1, 2024 and shall conclude on June 30, 2025.
- 5.2 **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 non-breaching party.

This Agreement is further contingent on the approval and payment by the Criminal Justice Information Authority of the Illinois Family Violence Coordinating Council grant for the period of July 1, 2024 through June 30, 2025. In the event either grant is not approved, and funds are not received, the Court shall notify the Contractor and this Agreement shall terminate on the last day of the fiscal period for which grant funds were received. In no event shall the Court be liable to the Contractor for any amount in excess of the grant funds received.

6. **Independent Contractor.**

- (a) This is an agreement between an independent contractor and the Eighteenth Judicial Circuit Court of DuPage County, Illinois. Nothing contained herein or hereafter permitted shall constitute an "employer-employee" relationship. All remuneration paid pursuant to this Agreement constitutes compensation paid to the Contractor as an independent contractor.
- (b) The Court and DuPage County shall not be liable under or by reason of this Agreement for the payment of any compensation, award or damages in connection with the Contractor performing his or her obligations under this Agreement or for injury or damages occurring to the Contractor as the result of any acts, omissions, negligence or otherwise while in process of performing the obligations required by this Agreement.

The Contractor shall provide the Court with a list of contracts Contractor has with any agency, board, commission, or other unit of local County, State, or federal government, or other entity public or private; and Contractor shall notify the Court in

writing of any additions to such contracts or agreements entered into during the term of this contract.

7. **Payment.** The Contractor acknowledges and understands that payments will be made in accordance with the current financial practices of the Court and County of DuPage.
8. **Request for Payment.** The Court will initiate approval of payment upon receipt of a semi-monthly invoice delineating the hours and days worked. Invoices should be submitted no later than five (5) days after the end of the pay period. Completed invoice should be forwarded to: Office of the Chief Judge, 505 N. County Farm Rd., Wheaton, IL 60187.
9. **Transfer.** The Court may transfer services and/or payment responsibility to another entity after giving notice to the Contractor.
10. **Subcontracting.** Subcontracting, assignment, or transfer of all or part of the interests of the Contractor in the work covered by this agreement shall be prohibited without prior written consent of the Court.
  - (a) In the event the Court gives such consent, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Contractor is bound and obligated and such shall be provided in the transferring instrument.
  - (b) The Contractor shall not employ for compensation any person or persons employed by the Court or DuPage County at any time during the term of this Agreement for any work required by the terms of the Agreement.
11. **Right to Examine.** The Contractor agrees that the Court shall have the right to examine any of the Contractor's records that relate directly to this Agreement.
12. **Liability and Insurance.** The Court does not assume any liability for acts or omissions of the Contractor and such liability rests solely with the Contractor. The Court will not indemnify or hold harmless any Contractor for claims based on the Court's use of the goods or services provided by the Contractor. Any liability for damages that the Court might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. If the Contractor uses a motor vehicle in conjunction with the work under this Agreement, the Contractor shall carry liability, casualty, and motor vehicle insurance in sufficient amounts to protect the Court from liability for acts of the Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence.

The Court and County of DuPage may self-insure against any and all risks.

- 13. Work Product.** All documents, including reports, ideas, manuscripts, and other work products specially developed, produced or designed by the Contractor for the Council or Court under or in connection with this Agreement, without limitation and whether preliminary or final, shall become and remain the property of the Court unless otherwise expressly agreed upon by the parties in writing. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, proposals, records and other related information shall, at the option of the Court be appropriately arranged, indexed, and delivered to the Court by the Contractor.
- 14. Right to Audit.** The Contractor agrees that the Court or its representatives shall have the right to examine any of the Contractor's records that directly relate to this Agreement. The Contractor shall maintain, for a minimum of five (5) years after the completion of this Agreement, adequate books, records, and supporting documents to verify that the Contractor complied with the terms and conditions related to services to be performed under the Agreement and the number of hours per week spent in the performance of such services. The Agreement and all books, records, and supporting documentation related to the Agreement shall be available for review and audit, and the Contractor agrees to cooperate fully with any audit, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the Court for recovery of any funds paid by the Court under the Agreement for which adequate books, records, and supporting documentation are not available to support their disbursement. (See 30 ILCS 505/6.)
- 15. Governing Law.** This Agreement and any agreement, including services and other subsequent agreements that might result from this Agreement, shall be governed by the laws of the State of Illinois. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Illinois. Any claims against the Court arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/1.)
- 16. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters described herein and supersedes all prior agreements, representations, statements, negotiations, and undertakings.
- 17. Severability.** If any provisions of this Agreement should be found illegal, invalid, or void it shall be considered severable. The remaining provisions shall not be impaired, and the Agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 18. Waiver.** The failure of any party to enforce any provision of this Agreement shall not constitute a waiver by such party of any provision. The past waiver of a

provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

**19. Non-Discrimination.** The Contractor, the Contractor's agents, and subcontractors agree not to commit unlawful discrimination and agree to comply with the applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and rules applicable to each.

**20. Certifications.**

- (a) **Conflict of Interest.** The Contractor shall not be a State, Court or DuPage County employee nor shall any State, Court, or DuPage County employee have more than 7 ½% interest together with a spouse or minor child more than 15% interest in such contract. (See 30 ILCS 505/11.1 et seq.) Contractor may not enter into any other employment or personal service contracts during the term of this contract without the pre-approval of the Court.
- (b) **Bid-Rigging or Bid-Rotating.** The Contractor certifies that he or she has not been barred from contracting with the Court or DuPage County as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.
- (c) **Educational Loan Default.** The Contractor certifies that he or she is not in default on an educational loan as provided in Public Act 85-827. (5ILCS 385/3.)
- (d) **Anti-Bribery.** The Contractor certifies that he or she has not been barred from being awarded a contract or subcontract under Section 10.1 or 10.2 of the Illinois Purchasing Act.
- (e) **International Anti-Boycott Certification.** Contractor certifies that neither contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- (f) **Legal Status Disclosure.** Under penalties of perjury, I, Contractor, certify a 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 and that I, Contractor, am doing business as an individual.



**(g) Drug Free Workplace.** The Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract. (30 ILCS 580/4.)

**(h) Unlawful Discrimination.** Compliance with Nondiscrimination Laws. The Contractor certifies that he or she will remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- i. The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- ii. The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
- iii. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6).(See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting limited English Proficient Persons, Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685))
- iv. Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- v. The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and
- vi. The Age Discrimination Act (42 USC 6101 et seq.).

**21. Notices.** Notices to the parties shall be sent to the addresses below:

**Eighteenth Judicial Circuit  
Attention: Court Administrator  
505 N. County Farm Rd.  
Room 2015  
Wheaton, IL 60187**

**Contractor's Address: Diana Hightower  
Address on file**

**22. Indemnification:** For purposes of this provision, Agency means the Eighteenth Judicial Circuit Court, County of DuPage and any of its officers, employees, agents or offices. The Contractor agrees to assume all risk of loss and to indemnify and hold the Agency harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of actions, fines or judgments,

including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the Agency) because of the Contractor's negligent or intentional acts or omissions. In the event that any demand or claim is made or suit is commenced against the Agency, the Agency shall give prompt written notice thereof to the Contractor and the Contractor shall have the right to compromise or defend the same to the extent of its own interest. The Contractor agrees to maintain adequate insurance to protect the Agency against such risks. The Contractor also agrees to indemnify and hold the Agency harmless should any goods or services provided by the Contractor infringe upon the patent, copyright, or trade secret of another.

**IN WITNESS WHERE OF, the partners have executed these presents on the date indicated below:**

**Eighteenth Judicial Circuit Court**

By: Signature on file  
Title: Court Administrator  
Date: June 5, 2024

**Contractor:**

By: Signature on file  
Title: Local Council Coordinator  
Date: 6/5/24





# 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: \_\_\_\_\_

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <u>Diana Hightower</u>	Company Contact: <u>Diana Hightower</u>
Contact Phone: <u>217-260-9773</u>	Contact Email: <u>diana@diana-hightower.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, 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.dupagecounty.gov/government/county\\_board/ethics](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 on file

Printed Name \_\_\_\_\_

Diana Hightower

Title \_\_\_\_\_

Local Council Coordinator

Date \_\_\_\_\_

6/5/24

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





## Judicial/Public Safety Requisition under \$30,000

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-1804

**Agenda Date:** 6/18/2024

**Agenda #:** 6.C.

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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID #: 24-1804	RFP, BID, QUOTE OR RENEWAL #: 23-096-CCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$12,930.50
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/18/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$28,302.09
	CURRENT TERM TOTAL COST: \$15,371.59	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Image Printing	VENDOR #: 42446	DEPT: Clerk of the Circuit Court	DEPT CONTACT NAME: Kevin Vaske
VENDOR CONTACT: Rod Prisbe	VENDOR CONTACT PHONE: 586-242-9399	DEPT CONTACT PHONE #: 630-407-8647	DEPT CONTACT EMAIL: Kevin.Vaske@18thjudicial.org
VENDOR CONTACT EMAIL: rod@a1office.net	VENDOR WEBSITE:	DEPT REQ #:	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). 2025 case jacket filing system for the Circuit Court			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Annual cake jacket order			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

<b>SECTION 3: DECISION MEMO</b>	
<b>SOURCE SELECTION</b>	Describe method used to select source.
<b>RECOMMENDATION AND TWO ALTERNATIVES</b>	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Image Printing Inc	Vendor#: 42446	Dept: Clerk of the Circuit Court	Division: Accounting
Attn: Rod Prisbe	Email: rod@a1office.net	Attn: Julie Ellefsen	Email: Julie.Ellefsen@18thjudicial.org
Address: 1902 Crooks Road	City: Royal Oaks	Address: 505 N County Farm Rd	City: Wheaton
State: MI	Zip: 48073	State: IL	Zip: 60187
Phone: 248-585-4080	Fax: 248-585-2816	Phone: 630-407-8590	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Image Printing Inc	Vendor#: 42446	Dept: Clerk of the Circuit Court	Division: Administration
Attn: Kat Tufts	Email: IMPR1902@aol.com	Attn: Kevin Vaske	Email: Kevin.Vaske@18thjudicial.org
Address: 1902 Crooks Road	City: Royal Oaks	Address: 505 N County Farm Rd	City: Wheaton
State: MI	Zip: 48073	State: IL	Zip: 60187
Phone: 248-585-4080	Fax: 248-585-2816	Phone: 630-407-8647	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 18, 2024	Contract End Date (PO25): Nov 30, 2024

**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			2025 case jackets	FY24	1400	6730	52200		15,371.59	15,371.59
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 15,371.59

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



THE COUNTY OF DUPAGE  
 FINANCE - PROCUREMENT  
 2024 COURT CASE JACKET 23-096-CCC  
 BID TABULATION



				IMAGE PRINTING INC.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	24 DV / B - 2	EA	2,000	\$ 1.71	\$ 3,420.00
2	24 CC / B - 2	EA	50	\$ 1.71	\$ 85.50
3	24 JD / B - 4	EA	500	\$ 1.75	\$ 875.00
4	24 CM / E - 2	EA	2,200	\$ 1.71	\$ 3,762.00
5	24 DT / E - 2	EA	2,800	\$ 1.71	\$ 4,788.00
<b>GRAND TOTAL</b>					<b>\$ 12,930.50</b>

NOTES

Bid Opening 08/17/2023 @ 2:30 PM	VC, NF
Invitations Sent	33
Total Vendors Requesting Documents	2
Total Bid Responses	1





**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 IMAGE PRINTING INC. located at 1902 Crooks Road, Royal Oak, Michigan 48073, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-096-CCC which became effective on 9/15/23 and which expired 11/30/2023. The contract is subject to a first of three options to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to including a one-time price adjustment effective 06/18/2024, as per attached price quote.

The contract renewal shall be effective on the date of last signature and shall terminate on 06/30/2025.

**CONTRACTOR**

**THE COUNTY OF DUPAGE**

Signature on file

SIGNATURE

SIGNATURE

*Roderick Z PRISBE*

Donna Weidman

PRINTED NAME

PRINTED NAME

*SALES MANAGER*

Buyer II

PRINTED TITLE

PRINTED TITLE

*5/31/24*

DATE

DATE



Rod Prisbe  
586-242-9399

1902 Crooks  
Royal Oak, MI 48073  
Fax 248 585-2816  
rod@a1office.net

**Dupage County ( Office of the Circuit Court)**

**Case Jackets for 2025**

**C/o Samantha Houk**

400 JD Tri-fold folders 14pt	\$729.80	
2500 CM Tri-fold Folders 14 pt	\$4197.80	
2800 DT Tri-Ofold Folders 14pt	\$5026.90	
1900 DV Tri-fold folders 14pt	\$3589.10	
50 CC Tri-fold Folders 14 pt	\$129.88	
1,000 Blank Tri-Fold Folders 14pt	\$1698.11	
Order Total	\$15,371.59	Pricing includes shipping

Delivery 3-5 weeks from proof approval

Produced in royal oak, Michigan.

40 years' experience

**Signature on file**

Rod Prisbe

Sales Manager

Image printing co. Inc.

1902 Crooks Rd Royal Oak, Michigan 48073

248-585-4080 248-585-2816 fax 586-242-9399 direct line

WWW. Imageprintingroyaloak.com

**SECTION 7 - BID FORM PRICING**

All materials shall be shipped F.O.B. Destination.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	24 DV / B - 2	EA	2,000	1.71 EA	3,420.00
2	24 CC / B - 2	EA	50	1.71 EA	85.50
3	24 JD / B - 4	EA	500	1.75 EA	875.00
4	24 CM / E - 2	EA	2,200	1.71 EA	3,762.00
5	24 DT / E - 2	EA	2,800	1.71 EA	4,788.00
<b>GRAND TOTAL</b>					<b>\$ 12,930.50</b>

**GRAND TOTAL**  
 (In words) *Twelve Thousand nine Hundred Thirty dollars & 50/100 Cent*

*M*

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X **Signature on file** SARAS MANAGER  
(Signature and Title)

CORPORATE SEAL  
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 7 day of August AD, 20 23

Tina Prisbe My Commission Expires: Aug. 21, 2029  
(Notary Public)

\_\_\_\_\_  
SEAL

**TINA PRISBE**  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires August 21, 2029  
Acting in the County of Oakland

**SECTION 9 - MANDATORY FORM  
2024 COURT CASE FILES 23-096-CCC**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	IPHAGE PRINTING INC.		
Main Business Address	1902 Crooks		
City, State, Zip Code	ROYAL OAK, MICHIGAN 48073		
Telephone Number	248.585-4080	Email Address	ROO@AIDFFICE.NET
Bid Contact Person	ROO PAISBE		

The undersigned certifies that he is:

- the Owner/Sole Proprietor     
 a Member authorized to sign on behalf of the Partnership     
 an Officer of the Corporation     
 a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

<u>Donald Edgerly</u> (President or Partner)	<u>ROO PAISBE</u> (Vice-President or Partner)
<u>KAT TUFTS</u> (Secretary or Partner)	<u>Tanny Crook</u> (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid 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 Officer, DuPage County, 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 bid 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 Bidder 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 Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-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 bid and has checked the same in detail before submitting this bid, 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. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or 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.

M

Finally, the Bidder, 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 bidding schedule (subject to unit quantity adjustments based upon actual usage).

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	<i>ROO PRISSE</i>	NAME	<i>IMAGE PAINTING</i>
CONTACT	<i>IMAGE PAINTING</i>	CONTACT	<i>KAT TUFTS</i>
ADDRESS	<i>1902 Crookes Rd</i>	ADDRESS	<i>1902 Crookes Rd</i>
CITY ST ZIP	<i>ROYAL OAK, MI 48073</i>	CITY ST ZIP	<i>ROYAL OAK, MI 48073</i>
TX	<i>248.585.4080</i>	TX	<i>248.585.4080</i>
FX	<i>248-585-2816</i>	FX	<i>248-585-2816</i>
EMAIL	<i>ROO@H10FFICE.NET</i>	EMAIL	<i>IMPR1902@AOL.COM</i>
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
Office of the Circuit Court Clerk of DuPage County 505 North County Farm Road Wheaton, IL 60187 TX: (630) 407-8647		Office of the Circuit Court Clerk of DuPage County 505 North County Farm Road Wheaton, IL 60187 TX: (630) 407-8647 EMAIL: Kevin.Vaske@18thJudicial.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED  
(FREIGHT INCLUDED IN PRICE)



# 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: Jun 3, 2024

Bid/Contract/PO #: 2025 court case files

Company Name: Image Printing co. inc	Company Contact: Rod Prisbe
Contact Phone: 248-585-4080	Contact Email: rod@a1office.net

### 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, 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.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

I hereby acknowledge

Authorized Signature

**Signature on file**

Printed Name

Rod Prisbe

Title

Sales Manager

Date

Jun 3, 2024

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



## Judicial/Public Safety Requisition under \$30,000

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-1805

**Agenda Date:** 6/18/2024

**Agenda #:** 6.D.

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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID # 24-1805	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$27,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/18/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$27,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Kelly A. Graham	VENDOR #: 14161	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald
VENDOR CONTACT: Kelly A. Graham	VENDOR CONTACT PHONE: 630-801-3210	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupagecounty.gov
VENDOR CONTACT EMAIL: kelly.a.graham@gmail.com	VENDOR WEBSITE:	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.). Employment Services Trainer to identify job placement for unemployed Probationers. The hourly rate for this contract is \$30/hour.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This program will provide opportunities for Probationers to find work within their communities.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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)	

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This contractual position was posted on the county website to comply with the Procurement ordinances. Three candidates were interviewed and Kelly Graham was the best candidate for this contractual position.
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) Staff recommends issuance of this contract to Kelly A. Graham to find employment for probationers in Probation 2) Headcount does not included staff availability to provide these services.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Kelly A. Graham	Vendor#: 14161	Dept: Probation and Court Services	Division: Finance
Attn: Kelly A. Graham	Email: kelly.a.graham@gmail.com	Attn: Sharon Donald	Email: sharon.donald@dupagecounty.gov
Address: 935 Lund Lane	City: Batavia	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60510	State: Illinois	Zip: 60187
Phone: 630-801-3210	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Kelly A. Graham	Vendor#: 14161	Dept: Probation and Court Services	Division: 630-407-2502
Attn: Kelly A. Graham	Email: kelly.a.graham@gmail.com	Attn: Sharon Donald	Email: sharon.donald@dupagecounty.gov
Address: 935 Lund Lane	City: Batavia	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60510	State: Illinois	Zip: 60187
Phone: 630-801-3210	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 30, 2024	Contract End Date (PO25): Jun 29, 2025
Contract Administrator (PO25):			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Contractual Employment Services Trainer to implement a job placement program for Probationers	FY24	1400	6120	53090		20,000.00	20,000.00
2	1	EA		Contractual Employment Services Trainer to implement a job placement program for Probationers	FY25	1400	6120	53090		7,000.00	7,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 27,000.00

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

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

**INDEPENDENT CONTRACTOR AGREEMENT:**  
**EMPLOYMENT TRAINING SERVICES**

This AGREEMENT (“Agreement”) is effective as of the 30<sup>th</sup> day of June 2024 and is entered into by and between the 18th Judicial Circuit’s Department of Probation and Court Services, 503 N. County Farm Road, Wheaton, Illinois 60187 (the “Department”) Probation Employment Program (PEP) and Kelly A. Graham, 935 Lund Lane, Batavia, IL, an Independent Contractor (“Contractor”).

**RECITALS**

WHEREAS, the Department must contract with certain individuals to provide employment training services to unemployed defendants who are court ordered to interact with the Department; and

WHEREAS, the employment training services must extend to both adult and juvenile defendants; and

WHEREAS, the Department desires that Contractor render employment training services more fully described herein; and

WHEREAS, the Contractor has demonstrated expertise in providing such services; has represented that she has the requisite knowledge, skill, experience and other resources necessary to perform such services; and is desirous of providing such services for the Department.

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:** This Agreement is for a term commencing June 30, 2024 and continuing through June 29, 2025 (“Term”), unless terminated sooner as provided herein.
3. **Scope of Services:** Contractor agrees to provide the services required and, if applicable, set forth on Exhibit “A” including providing the deliverables set forth thereon, in accordance with the terms and conditions of this Agreement. The Department may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Contractor's fees, 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 be based on an hourly rate of \$30.00 and shall not exceed twenty-seven thousand dollars, (\$27,000.00), with no reimbursement for expenses. Compensation shall be based on actual Services performed during the Term of this Agreement and the Department 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 Department shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Department be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Contractor shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Department prior to payment. The Department will process payment in accordance with the Illinois Prompt Payment Act (50 ILCS 505/1 *et. seq.*). As such, the Department will approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice (or delivery of the goods or services, whichever is later) and will then pay any portion of the invoice which it has not disapproved within 30 days thereafter.
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 Department for performance under this Agreement, the Department shall notify Contractor and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Department be liable to the Contractor for any amount in excess of the current appropriated amount.

6. **Termination:** Either party may terminate this Agreement, effective immediately, if (i) the other party fails to maintain such party's licenses, insurances, or required certifications that are required to perform such party's duties or obligations under this Agreement, (ii) the other party breaches any representation, warranty or other term of this Agreement, (iii) the Contractor is convicted of any offense punishable as a felony, (iv) the other party commits fraud, embezzlement, misappropriation or the like with respect to the other party or such party's assets. Except as set forth above, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other party.
7. **Standards of Performance:** Contractor agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Contractor acknowledges and accepts a relationship of trust and confidence with the Department and agrees to cooperate with the Department in performing Services to further the best interests of the Department.
8. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement, or any obligations imposed hereunder without the prior written consent of the other party.
9. **Confidentiality and Ownership of Documents.**
  - 9.1 **Confidential Information.** In the performance of Services, Contractor may have access to certain information that is not generally known to others ("Confidential Information"). Contractor 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 Department. Contractor 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 Contractor disseminate any information regarding Services without the prior written consent of the Department. Contractor agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Contractor under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.
  - 9.2 **Ownership.** All records, reports, documents, and other materials prepared by Contractor in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the Department. All of the foregoing items shall be delivered to the Department upon demand at any time and in any event, shall be promptly delivered to the Department upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Contractor's possession, such items shall be restored or replaced at Contractor's expense.
10. **Representations and Warranties of Contractor:** Contractor represents and warrants that the 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.
  - 10.1 **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.
  - 10.2 **Compliance with Laws.** Contractor 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, Contractor is and shall remain in compliance with all Department policies and rules, including, but not limited to, criminal background checks.

10.3 **Good Standing.** Contractor is not in default and has not been deemed by the Department to be in default under any other Agreement with the Department during the five (5) year period immediately preceding the effective date of this Agreement.

10.4 **Authorization.** In the event Contractor is an entity other than a sole proprietorship, Contractor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Contractor is duly authorized by Contractor and has been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Contractor.

10.5 **Gratuities.** No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Contractor in relation to this Agreement or as an inducement for award of this Agreement.

11. **Independent Contractor:** It is understood and agreed that the relationship of Contractor to the Department is and shall continue to be that of an independent contractor and neither Contractor nor any of Contractor's employees shall be entitled to receive Department employee benefits. As an independent contractor, Contractor 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 Department. Contractor agrees that neither Contractor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Department. Contractor hereby represents that Contractor's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the Department upon request.

12. **Favored Nation:** Contractor shall furnish Services to the Department at the lowest price that the Contractor charges to other similarly situated parties. If Contractor overcharges, in addition to all other remedies, the Department is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the Department until the date refund is made. The Department has the right to offset any overcharge against any amounts due to Contractor under this or any other Agreement between Contractor and the Department, and at the Department's sole option the right to declare Contractor in default under this Agreement.

13. **Contractor's Insurance:**

13.1 The Contractor shall maintain, at its sole expense, insurance coverage including:

13.1.a Worker's Compensation Insurance in the statutory amounts.

13.1.b Employer's Liability Insurance in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million dollars (\$1,000,000.00) employee/disease.

13.2 It shall be the duty of the Contractor to provide to the Department, copies of the Contractor's Certificates of Insurance before issuance of a Notice to Proceed.

13.3 The insurance required to be purchased and maintained by Contractor shall be provided by an insurance company acceptable to the Department, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation

whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Department.

14. **Indemnification.**

- 14.1 The Contractor shall indemnify, hold harmless and defend the Department, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the Contractor's negligent or willful acts, errors or omissions in its performance under this Agreement.
- 14.2 The DuPage County State's Attorney is the exclusive legal representative of the County and the Department. Nothing contained herein shall be construed as prohibiting the DuPage County State's Attorney's Office from defending the Department, its officials, directors, officers, agents and employees through the selection and use of its own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them.
- 14.3 Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. Contractor's indemnification of Department shall survive the termination, or expiration, of this Agreement.
- 14.4 Neither the provision of insurance or indemnification shall be deemed a waiver of the Department's defenses under the Illinois Local Government and Governmental Employees Tort Liability Act.

15. **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 are of no force or effect.

16. **Governing Law:** This agreement shall be subject to and governed by the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights pursuant to this agreement shall be in the 18<sup>th</sup> Judicial Circuit Court of DuPage County, Illinois.

17. **Waiver:** No delay or omission by the Department to exercise any right hereunder shall be construed as a waiver of any such right and the Department reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

18. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

19. **Notices:** Any required notice shall be sent to the following addresses and parties:

**IF TO THE DEPARTMENT:**

Robert McEllin, Director  
Department of Probation and Court Services  
503 North County Farm Road  
Wheaton, IL 60187

Copy to: Du Page County Finance Department  
421 North County Farm Road  
Wheaton, IL 60187  
Attn: Jeffrey Martynowicz CFO

Copy to: DuPage County Procurement Services Division  
421 North County Farm Road  
Wheaton, IL 60187-3978

Copy to: Mark Winistorfer, Assistant State’s Attorney  
DuPage County State’s Attorney’s Office  
503 North County Farm Road  
Wheaton, IL 60187-2521

**IF TO CONTRACTOR:**

Kelly A. Graham  
935 Lund Lane  
Batavia, IL 60510

All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 17, above.

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.

**DEPARTMENT**

**Signature on file**

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

**Robert McEllin,  
Director**

**INDEPENDENT  
CONTRACTOR**

**Signature on file**

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

**Kelly A. Graham**



**Exhibit A**

**SCOPE OF SERVICES**

County's Purchase Order #		County Resolution #	
Contract Name	<b><u>EMPLOYMENT SERVICES TRAINER</u></b>	Contract Date	<b><u>June 30, 2024</u></b>
County's Project Managers	<b><u>Walter Davis</u></b>	Contractor's Project Manager	<b><u>Kelly A. Graham</u></b>

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution. The undersigned agree that this Independent Contractor project shall be conducted pursuant to the terms and conditions of the above-referenced Contract and by the following terms and conditions:

## **1. DESCRIPTION OF INDIVIDUAL'S WORK:**

Contractor is responsible for developing employment opportunities for adult offenders receiving services through the Adult Probation Employment Program (APEP). Contractor will:

- Promote attendance and coach all defendants referred to Community Career Center;
- Prepare offenders and follow up with all APEP graduates about job leads given by CCC;
- Coach defendants to follow through with employers and set up interviews;
- Recruit businesses to hire probationers who complete job skills training:
  - Identify, contact and establish relationships with prospective partner employers;
  - Describe the employment training and job placement program to employers;
  - Answer employer questions about the program;
- Serve as liaison between partner employers and Department staff.

Contractor is responsible for developing employment opportunities for juvenile offenders. Contractor will:

- Recruit businesses to attend a Probation sponsored Job Fair;
- Facilitate Job Skills training for our juvenile offenders;
- Follow up with juveniles after job skills training to help them obtain employment;

Perform additional duties as assigned.

## **2. DELIVERABLES:**

On a monthly basis, Contractor will submit written progress reports by the 15<sup>th</sup> of each month indicating:

- Offender participation, interview history, and job placement;
- Prospective partner employers;
- Employment opportunities with partner employers; and,
- Updates on offenders currently employed by partner employers.

On a quarterly basis, Contractor will attend program status meetings and present progress in recruiting employers and matching offenders with employment opportunities.



# 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: Jun 5, 2024

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Kelly A. Graham	Company Contact: Kelly A. Graham
Contact Phone: Kelly A. Graham	Contact Email: kelly.a.graham@gmail.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on file

Printed Name Kelly A. Graham

Title Employment Coordinator

Date Jun 5, 2024

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



Judicial/Public Safety Change Order with Resolution

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

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**File #:** JPS-CO-0007-24

**Agenda Date:** 6/18/2024

**Agenda #:** 17.B.

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AMENDMENT TO PURCHASE ORDER 2846-0001 SERV  
ISSUED TO JOURNAL TECHNOLOGIES, INC.,  
FOR A CASE MANAGEMENT SYSTEM, FOR ADDITIONAL LICENSES  
(INCREASE CONTRACT \$12,676.38)

WHEREAS, Purchase Order 2846-0001 SERV was issued to Journal Technologies, Inc. on November 14, 2017, by the Procurement Department; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for a Change Order to amend purchase order 2846-0001 SERV, to increase the contract total in the amount of \$12,676.38, for the Public Defender's Office.

NOW, THEREFORE, BE IT RESOLVED, that the County Board adopts the Change Order increasing Contract Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., in the amount of \$12,676.38, resulting in an amended contract total amount of \$892,725.76.

Enacted and approved this 25th day of June, 2024 at Wheaton, Illinois.

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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: Jun 6, 2024

MinuteTraq (IQM2) ID #: JPS-CO-0007-24

<b>Purchase Order #:</b> 2846-1-SERV	<b>Original Purchase Order Date:</b> Nov 14, 2017	<b>Change Order #:</b> 9	<b>Department:</b> Public Defender
<b>Vendor Name:</b> Journal Technologies, Inc		<b>Vendor #:</b> 27873	<b>Dept Contact:</b> Melissa Buckardt
<b>Background and/or Reason for Change Order Request:</b>	Add line 14 (Additional Licenses) 1000-6300-53807 for \$12,676.38 Increase contract by \$12,676.38		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$870,049.38
B	Net \$ change for previous Change Orders	\$10,000.00
C	Current contract amount (A + B)	\$880,049.38
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$12,676.38
E	New contract amount (C + D)	\$892,725.76
F	Percent of current contract value this Change Order represents (D / C)	1.44%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	2.61%

### 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 1000-6300-53807
- OTHER - explain below:

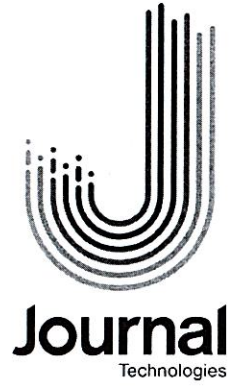
MB	8303	Jun 6, 2024	JRY	8302	Jun 6, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

### 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

## Sales Order

Journal Technologies, Inc.  
 915 E. 1<sup>st</sup> Street  
 Los Angeles, CA 90012  
 1.877.587.8927



<b>DuPage County Public Defender</b> 421 N. County Farm Road Wheaton, IL 60187	<b>Sales Order Number: 24-3039</b> <b>Sales Order Date: May 1, 2024</b> <b>Terms: Due on Invoice Receipt</b>
--	--

Item	Description	Amount
18 Additional Licenses 6/15/2024 – 11/30/2024 Prorated for 169 days	<ul style="list-style-type: none"> <li>• Licensing Description:                             <ul style="list-style-type: none"> <li>○ Type A Licenses: 15</li> <li>○ Type B Licenses: 3</li> <li>○ Type C Licenses: Client does not have Type C licenses</li> </ul> </li> <li>• 18 Tier 2 additional License, Maintenance, and Support fees (including CPI) for 169 days:                             <ul style="list-style-type: none"> <li>○ Full Year: \$800 x 1.17 CPI x 18 users = \$16,848.00</li> <li>○ 169 days: (\$16,848.00 / 365) x 169 days = \$7,800.85</li> </ul> </li> <li>• Tier 2 Hosting fees (including CPI) for 169 days:                             <ul style="list-style-type: none"> <li>○ Full Year: \$500 x 1.17 CPI x 18 users = \$10,530.00</li> <li>○ 169 days: (\$10,530.00 / 365) x 169 days = \$4,875.53</li> </ul> </li> </ul>	7,800.85
	Total	\$12,676.38

### Total no. of Licenses after current additional Licenses

- Type A Licenses: 75
- Type B Licenses: 15
- Total: 90

### Sales Order Signing

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DuPage County Public Defender Authorized Signature, Title and 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: Jun 6, 2024

File ID #: JPS-CO-0007-24

Purchase Order #: 2846-001SERV

Requesting Department: Public Defender's Office	Department Contact: Melissa Buckardt
Contact Email: <a href="mailto:Melissa.Buckardt@dupagecounty.gov">Melissa.Buckardt@dupagecounty.gov</a>	Contact Phone: 630-407-8303
Vendor Name: Journal Technologies, Inc.	Vendor #: 26753

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

Increase purchase order value by \$12,676.38 by creating a new line item for additional licenses.

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

Journal Technologies Inc for additional licenses.

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

Sole Source, data is stored in system with current vendor.

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

This increase of licenses is needed for increased users.  
Recommend the approval of continuing the contract with Journal Technologies Inc.

**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.

Line 14 (Additional Licenses) 1000-6300-53807 for \$12,676.38.  
Increase contract by \$12,676.38.





# 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: 4/10/24

Bid/Contract/PO #:

Company Name: Journal Technologies, Inc.	Company Contact: Brian Cardile, Corporate Secretary
Contact Phone: (301) 922-7711	Contact Email: bcardile@journaltech.com

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, 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.dupagecounty.gov/government/county\\_board/ethics](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: 

Printed Name: Brian Cardile

Title: Corporate Secretary

Date: April 10, 2024

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





## Judicial/Public Safety Resolution

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

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**File #:** JPS-R-0013-24

**Agenda Date:** 6/18/2024

**Agenda #:** 7.A.

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### MEMORANDUM OF UNDERSTANDING BETWEEN THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM AND THE COUNTY OF DU PAGE

WHEREAS, the ILLINOIS LAW ENFORCEMENT ALARM SYSTEM (ILEAS), 1701 East Main Street, Urbana, Illinois 61802, is a public agency of the State of Illinois created by various local law enforcement agencies throughout the State of Illinois pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the County of DuPage (County) is a unit of local government organized as a county under township organization as set forth in the Counties Code, the corporate powers of which are exercised by its County Board; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. encourages and authorizes units of local government to cooperate and enter into agreements to promote the public welfare and accomplish the mission of local government; and

WHEREAS, ILEAS' mission is to coordinate statewide mutual aid response of member law enforcement agencies; and

WHEREAS, ILEAS purchases equipment to further its mission, including supporting law enforcement, emergency managers, and other emergency responders with communications assets; and

WHEREAS, ILEAS serves as a fiduciary agency to the Illinois Homeland Security and Advisory Council (HSAC) for the purchase, maintenance, and tracking of certain communications assets; and

WHEREAS, ILEAS identified a need for placing rapidly-deployable communications vehicles ("RapidComm") in various regions throughout the State of Illinois to provide prompt response to emergencies, disasters, and other calls from law enforcement, emergency managers, or other first responders for mutual aid; and

WHEREAS, in case of an emergency or disaster arising within the jurisdictional territories of the County or other public agencies, cities, political subdivisions, or taxing districts of the State, it is often desirable and necessary to require additional equipment and personnel beyond that which each individual public agency, city, political subdivision, or taxing district of the State is able to furnish from its own resources, to combat such an emergency or disaster; and

WHEREAS, ILEAS selected the DuPage County Office of Homeland Security and Emergency Management (OHSEM) to design, assemble, and become the custodial agency for the first RapidComm vehicle; and

WHEREAS, ILEAS has since identified a need for placing two additional RapidComm vehicles in various regions throughout the State of Illinois to provide prompt response to emergencies, disasters, and other calls from law enforcement, emergency managers, or other first responders for mutual aid; and

WHEREAS, ILEAS considers it critically important that all RapidComm vehicles be constructed in a uniform and standardized manner, barring any technological upgrades or changes due to lessons learned, to ensure interoperability and interchangeability during deployment and use; and

WHEREAS, ILEAS will purchase and provide said vehicles and equipment for assembly prior to being assigned to custodial agencies in regions of Illinois; and

WHEREAS, OHSEM has the experience of assembling the prototype “RapidComm” for ILEAS; and

WHEREAS, OHSEM has the capability and capacity through its team of skilled volunteers willing and desiring to assemble the two additional “RapidComm” vehicles as an act of public service and goodwill at no charge to ILEAS or County; and

WHEREAS, County currently serves as the custodial agency for and keeps ready for service various ILEAS-owned assets which County uses locally, regionally, and Statewide; and

WHEREAS, ILEAS has stated its desire to express its gratitude to County for assembling two additional RapidComm units; and

WHEREAS, County would be willing to be the custodial agency for additional communications assets if and when ILEAS were to provide them as gratitude and for service locally, regionally, and Statewide; and,

WHEREAS, ILEAS has offered, in recognition of the DuPage County OHSEM volunteers’ goodwill and public service, to purchase and retain ownership of communications equipment in the value of approximately \$25,000 per assembled vehicle which ILEAS will provide on indefinite loan to DuPage County as the custodial agency for use to the County and region;

NOW, THEREFORE, BE IT RESOLVED, that the County Board accepts and approves the attached Agreement with ILEAS, 1701 East Main Street, Urbana, Illinois 61802.

Enacted and approved this 25<sup>th</sup> day of June, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

**MEMORANDUM OF UNDERSTANDING**  
**RapidComm A and RapidComm B - Construction**

1. **PARTIES.** The parties to this Memorandum of Understanding (“Agreement”) are the Illinois Law Enforcement Alarm System (ILEAS) and the County of DuPage (DuPage County).
2. **AUTHORITY.** ILEAS is a Public Agency of the State of Illinois created by various local law enforcement agencies throughout the State of Illinois pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.). DuPage County is a County of the State of Illinois. This agreement between ILEAS and DuPage County is authorized under the provisions of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.)
3. **PURPOSE.** The purpose of ILEAS is to support law enforcement mutual aid throughout the State of Illinois. Furthering that mission, ILEAS supports multi-disciplinary mutual aid, including communications and other specialized capabilities. To support law enforcement and other emergency responders, ILEAS coordinates and supports a number of communications vehicles, designated the Illinois Transportable Emergency Communications System (ITECS). A new vehicle (RapidComm) has been designed to supplement and ultimately replace the existing ITECS as they reach the end of their useful life. DuPage County built and hosts the prototype, RapidComm 4. ILEAS has purchased two more vehicles and equipment to create RapidComm A and RapidComm B. DuPage County has expressed an interest in building RapidComm A and RapidComm B. ILEAS will provide the vehicles and equipment to DuPage County, DuPage County will build RapidComm A and RapidComm B using the supplied vehicles and equipment, and DuPage County will return the completed vehicles to ILEAS to be placed with host agencies to support their own operations and regional mutual aid. ILEAS will continue to support DuPage County’s operations and its regional mutual aid as funds and equipment become available.
4. **VEHICLES.** ILEAS has purchased the following vehicles, which will be used by DuPage County to create RapidComm A and RapidComm B. ILEAS will insure the vehicles throughout the build process.
  - a. 2024 Ford F450; VIN 1FDUF4HN2RDA03992
  - b. 2024 Ford F450; VIN 1FDUF4HN7RDA03986
5. **TRANSFER OF EQUIPMENT and BUILD.** ILEAS will provide DuPage County with materials and equipment to outfit the vehicles, including: flooring, insulation, wall and ceiling covering, interior lighting, pneumatic mast and antenna mounts, communications and data equipment, HVAC system, 12VDC and 120VAC electrical systems. ILEAS will identify an

ILEAS "project manager" who will serve as a point of contact for DuPage County, providing directions and answering questions on the process of building. DuPage County will outfit the vehicles with the provided materials and equipment under the direction of the "project manager." DuPage County will identify a DuPage County "project manager" who will serve as a point of contact for ILEAS.

**6. NOTIFICATIONS** For any communications concerning this agreement, the parties agree that the following individuals, or their successors, will constitute adequate notice to the party with whom they are identified:

- a. DuPage County  
Office of Homeland Security and Emergency Management (OHSEM)  
Director  
418 North County Farm Road  
Wheaton, Illinois 60187
  
- b. Illinois Law Enforcement Alarm System  
Executive Director  
1701 East Main Street  
Urbana, IL 61802

**7. MEMORANDUM OF UNDERSTANDING.** Nothing in this agreement is intended to create a contract between the parties. Nothing contained herein will be deemed to affect contracts, agreements or other memoranda of understanding between ILEAS and DuPage County.

**8. MODIFICATION.** This agreement may be modified upon the mutual written consent of the parties to this agreement.

**9. TERMINATION.** The terms of this agreement, as modified with the consent of both parties (if applicable), will remain in force and effect until the completion of RapidComm A and RapidComm B or until terminated by either party. Either party, upon reasonable notice to the other party, may terminate this agreement. Upon termination, by either party, DuPage County will return the vehicles to ILEAS.

IN WITNESS WHEREOF, the parties to this agreement have noted their understanding of the terms of this document on the dates shown below.

**DuPage County**

**Illinois Law Enforcement Alarm System**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Finance Resolution

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

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**File #:** FI-R-0100-24

**Agenda Date:** 6/18/2024

**Agenda #:** 10.F.

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ACCEPTANCE AND APPROPRIATION OF THE  
VIOLENT CRIME VICTIMS ASSISTANCE PROGRAM SPECIAL PROJECT GRANT PY25  
AGREEMENT NO. 25-0620  
COMPANY 5000 - ACCOUNTING UNIT 6620  
\$38,325

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

WHEREAS, the County of DuPage, through the DuPage County State's Attorney's Office, has been notified by the Office of the Attorney General of the State of Illinois that grant funds in the amount of \$38,325 (THIRTY-EIGHT THOUSAND, THREE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS) are available for a special project relating to the victim and witness assistance center in DuPage County; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No. 25-0620 with the Office of the Attorney General of the State of Illinois, 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 agreement is from July 1, 2024 through June 30, 2025; 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 Agreement No. 25-0620 (ATTACHMENT II) between DuPage County and Office of the Attorney General of the State of Illinois 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 \$38,325 (THIRTY-EIGHT THOUSAND, THREE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS) be made to establish the Violent Crime Victims Assistance Program Special Project Grant PY25, Company 5000 - Accounting Unit 6620, for the period July 1, 2024 through June 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County State's Attorney is authorized to execute and sign Agreement No. 25-0620 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 25<sup>th</sup> day of June, 2024 at Wheaton, Illinois.

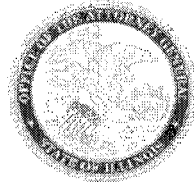
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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK





**OFFICE OF THE ATTORNEY GENERAL  
STATE OF ILLINOIS**

**Kwame Raoul**  
ATTORNEY GENERAL

**VIOLENT CRIME VICTIMS ASSISTANCE PROGRAM  
GRANT AGREEMENT  
Grant 25-0620**

This agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and County of DuPage, an Illinois governmental entity hereinafter referred to as Grantee, witnesseth:

WHEREAS, sections 6 and 7 of the Violent Crime Victims Assistance Act (725 ILCS 240/6, 7) authorize the Administrator to designate as victim and witness assistance centers, any public or private nonprofit agencies, and to award grants to such agencies for the establishment and operation of such centers pursuant to the Violent Crime Victims Assistance Act (725 ILCS 240/1 *et seq.*); and

WHEREAS, the Administrator has promulgated rules to implement the provisions of the Violent Crime Victims Assistance Act, which are codified at Title 89 of the Illinois Administrative Code, Part 1100 (hereafter referred to as the "Rules"); and including procedures for the designation and funding of victim and witness assistance centers; and

WHEREAS, Grantee has submitted to the Administrator a grant proposal dated, January 30, 2024, together with plans and specifications for the development and operation of a victim and witness assistance center in the County(ies) of DuPage County, State of Illinois; and

WHEREAS, the grant proposal is acceptable to the Administrator and appears to comport with the standards, procedures, and objectives of the Violent Crime Victims Assistance Act and the rules implementing said Act; and

WHEREAS, the Administrator desires that Grantee perform services as hereinafter set forth in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Violent Crime Victims Assistance Act, and in consideration of Grantee's representations contained in its grant proposal dated January 30, 2024, and of the benefits to accrue to the People of the State of Illinois from the accomplishment of the project detailed in said grant proposal, the parties hereto mutually promise and agree as follows:



1. TERM. The term of this Agreement is for a period of twelve (12) months, commencing July 1, 2024, and ending June 30, 2025, unless sooner terminated as herein provided.
2. PROVISION OF SERVICES AND GRANT ADMINISTRATION. Grantee agrees as follows:
  - (a) Grantee shall operate a program in accordance with "Program Description" and "Clients Served " of the application submitted to the Administrator;
  - (b) The Administrator hereby agrees to grant \$38,325.00 to the Grantee to carry out the activities as described in the Application's Goals and Objectives and Paragraph 2 (c) of the Agreement. Funds granted are available to program expenditures as shown in the Project Budget, Exhibit A.
  - (c) Direct services to victims and witnesses of violent crimes include, but are not limited to: notification regarding status of the case and dates of court proceedings, information about the criminal justice system, information about constitutional rights set forth in Article 1, section 8(a) of the Illinois Constitution, information about statutory rights set forth in the Rights of Crime Victims and Witnesses Act (725 ILCS 120/1 et.seq.), assistance with completion and filing of the written notice of victim's assertion of rights restitution, assistance with statements at sentencing, assistance with employers, assistance with return of property, court advocacy, emotional support, information about crime victim compensation and the Automated Victim Notification system, cooperation with the Administrator's staff in the Crime Victim Services unit to seek restitution for awards made by the crime victim compensation program, and networking with community groups, social service agencies, and law enforcement organizations that provide additional services for crime victims. Networking and case review meetings shall not exceed 10% of the required VCVA funded hours. Direct services do not include: supervision of staff, administration of the program, development of the program, or fundraising;
  - (d) Grantee shall maintain time and attendance records for funded staff reflecting the dates and hours providing direct services set forth in paragraph 2(b) and (c);
  - (e) Grantee shall have funded staff complete at least one Administrator-sponsored training during the term of the grant period.
  - (f) Grantee shall maintain an accounting system in accordance with Section 1100.200 of the Rules;

- (g) Grantee shall submit to the Administrator financial and activity reports each quarter covering the previous three (3) month period. Such reports shall be on forms specified by the Administrator. All reporting forms must be received by the Administrator no later than fifteen (15) days following the end of the reporting period. Such reports shall contain the information required by Section 1100.270(a) and (b) of the Rules. Failure to comply with the deadlines for filing reports may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.
  - (h) Grantee shall provide information regarding the Illinois Crime Victims Compensation program to all clients who have been victims of violent crime. To that end, Grantee shall maintain a supply of current materials, including, but not limited to, Crime Victims Compensation applications and Instruction Sheets, and Crime Victims Compensation FAQ sheets. Grantee shall attend Administrator-sponsored trainings regarding the Crime Victims Compensation program as requested by the Administrator. Grantee shall submit to the Administrator data substantiating Grantee's compliance with this subsection on Grantee's quarterly activity reports;
  - (i) The Administrator may conduct random or for-cause on-site visits of a Grantee's program. The Grantee shall make available, and the Administrator may inspect, all financial records, audits, time and attendance records of funded staff, client contact records, and case records in connection with funded programs. The Grantee shall make available, and the Administrator may inspect, policies and procedures specified in Section 1100.70 of the Administrative Rules. In making case records available, the Grantee shall insure the confidentiality of each client pursuant to the Grantee's confidentiality standards.
  - (j) Grantee shall permit agents of the Administrator to enter the premises of Grantee to observe the operation of Grantee's program. The Administrator shall give Grantee reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of Grantee in the providing of its services.
3. GRANT AWARD. Administrator agrees to contribute and provide financial support from the Violent Crimes Victims Assistance Fund to Grantee in the amount of \$38,325.00. Grantee agrees to use such funds solely for the provision of services as specified in paragraph 2 of this Agreement and strictly in accordance with the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein, unless Grantee has otherwise modified the program or provision of services, in accordance with paragraph 4 of this Grant Agreement. Administrator shall complete processing for payment of 25 percent of said grant award within 45 days of the execution of this Grant Agreement. The remaining, unpaid balance of said grant award shall be processed for payment in three (3) equal installments within 30 days after the end of each subsequent calendar quarter, provided that the Grantee has complied with quarterly reporting

requirements as required under paragraph 2 of this Grant Agreement, on the conditions that sufficient funds have been deposited into the Violent Crimes Victims Assistance Fund and that such funds have been appropriated for the purposes of this Grant Agreement by the General Assembly of the State of Illinois and are available to the Administrator for disbursement for purposes of this Grant Agreement. The Administrator may delay the distribution of funds if a quarterly report reflects that the Grantee has unexpended funds at the end of the quarter, resulting from a failure to obtain approval for the modification of services, including personnel, or to provide the services specified in the Grant Agreement.

4. **MODIFICATION OF PROGRAM.** Grantee shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend the time constraints for the provision of such services as provided herein unless it shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Administrator. Furthermore, unless Grantee obtains the prior written consent of the Administrator, Grantee shall not do or cause to be done any of the following:
  - (a) Incur any expense or financial obligation from the grant award except as authorized by and provided in paragraph 2 and the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein;
  - (b) Incur expenses or financial obligations from such grant award in any line item category of such project budget in excess of the amount provided in such line item category; or
  - (c) Transfer any money from one line item category of such project budget to another line item category of such project budget except that a total amount of less than \$1,000 may be transferred within the budget without prior consent if done in accordance with the requirements and restrictions of the applicable Quarterly Report Instructions.
5. **ASSIGNMENT.** Grantee shall make no assignment of this Agreement or of any right accruing under this Agreement or of any monies granted to Grantee pursuant to this Agreement without the written consent of the Administrator.
6. **TERMINATION OF AGREEMENT.** This Agreement may be terminated and canceled for cause by the Administrator, by giving written notice to Grantee thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Grantee as hereinafter provided. In the event that this Agreement is terminated prior to the expiration date, Grantee shall promptly return to Administrator all unexpended or lapsed funds, as provided in the rules promulgated by the Administrator for the implementation of the Violent Crime Victims Assistance Fund.
7. **EXPENDITURE OF GRANT FUNDS.**

(a) All grant funds awarded hereunder shall be expended within the term of this Grant Agreement. Any grant funds not expended or legally obligated by the end of the term of this Grant Agreement must be returned to the Administrator within forty-five (45) days after the end of the term of this Grant Agreement. This Grant Agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), as now or hereafter amended; and all the terms, conditions, and provisions of the Illinois Grant Funds Recovery Act apply to this Grant Agreement and are made a part of this Grant Agreement the same as though they were expressly incorporated and included herein.

(b) Grantee agrees that neither it nor its employees shall:

1) knowingly use grant funds, or good or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity; or

2) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity (30 ILCS 705/4.3).

For purposes of this paragraph, "prohibited political activity" has the meaning established in Section 1-5 of the State Officials and Employees Ethics Act (5 ILCS 430/1-5). Grantee acknowledges that a knowing violation of this paragraph is a business offense and that Grantee may be fined up to \$5,000.

8. SEVERABILITY. This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any party hereto.

9. PERSONNEL. Grantee shall appoint, assign, and commit staff with the job title and description provided in the application. If for any reason, Grantee finds it necessary or desirable to substitute, add, or subtract personnel to perform its services under this Agreement, Grantee shall submit a written notice to Administrator within ten (10) days of the personnel substitution, addition, or subtraction. Such notice shall be submitted on a form prescribed by the Administrator. Any substitutions or additional personnel must meet the qualifications of the written job description on file with the current application. Failure to timely provide notice may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

10. CHARITABLE ORGANIZATION STATUS. Grantee certifies that it is not a charitable organization subject to Illinois' Charitable Trust Act (760 ILCS 55/1 *et seq.*) and the Solicitation For Charity Act (225 ILCS 460/0.01 *et seq.*), and, if subject to either of these Acts, that all appropriate registration materials and

annual reports have been filed with the Attorney General's Charitable Trust Bureau. Grantee, if subject to either of these Acts, agrees to notify the Administrator of the filing of appropriate registration materials and annual reports with the Attorney General's Charitable Trust Bureau that occurs after the date of this Agreement. Failure to timely submit all appropriate materials and reports to the Charitable Trust Bureau may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

11. CONFLICT OF INTEREST. Grantee agrees to comply with the provisions of the Illinois Procurement Code (Procurement Code) prohibiting conflicts of interest (30 ILCS 500/50-13) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§1300.5013 through 1300.5035); and all the terms, conditions, and provisions of those sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.

12. DISCRIMINATION.

(a) The provisions of Public Works Employment Discrimination Act (775 ILCS 10/0.01 *et seq.*) are applicable to this contract.

(b) Grantee hereby agrees to:

1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

2) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and

3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request. 775 ILCS 5/2-105.

(c) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and the regulations promulgated thereunder (28 C.F.R. §35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Grant Agreement, Grantee certifies that services, programs, activities provided under this Grant Agreement are and will continue to be in compliance with the ADA.

13. SEXUAL HARASSMENT POLICIES. Grantee agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of "sexual harassment" under State law; (iii) a description of sexual harassment, utilizing

examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/6-101). 775 ILCS 5/2-105(A)(4).

14. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Grantee hereby certifies that, to the extent applicable to this Agreement, Grantee has complied with the provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986).
15. BRIBERY. Grantee hereby certifies that neither it nor any of its authorized agents has been convicted or made an admission as a matter of record of having bribed or attempted to bribe an officer or employee of any federal, State, or local governmental entity. 30 ILCS 500/50-5. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.
16. FELONY CONVICTION. Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-10 of the Procurement Code (30 ILCS 500/50-10), which prohibits a person or business convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for that felony, unless the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.
17. SARBANES-OXLEY ACT. Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5 of the Procurement Code (30 ILCS 500/50-10.5), which prohibits a business from bidding on or entering into a contract or subcontract under the Procurement Code, if the business or any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. §7201 *et seq.*) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 *et seq.*) for a period of five (5) years prior to the date of the bid or contract. Grantee acknowledges that the Administrator shall declare this contract void if this certification is false.
18. NON-ASSISTANCE CERTIFICATION. Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5(e) of the Procurement Code (30 ILCS 500/50-10.5(e)), which prohibits a person or business from bidding on or entering into a contract with the State if the person or business:

(a) assisted the State or the Administrator in determining whether there is a need for the contract except as part of a response to a publicly issued request for information; or

(b) assisted the State or the Administrator by reviewing, drafting, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance, except as part of a publicly issued opportunity to review drafts of all or part of these documents.

For purposes of this Certification, "business" includes all individuals with whom a business is affiliated, including, but not limited to, any officer, agent, employee, consultant, independent contractor, director, partner, manager, or shareholder of business.

19. **DEBT DELINQUENCY.** Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-11 of the Procurement Code (30 ILCS 500/50-11), which prohibits any person who knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State from entering into a contract with a State agency, unless that person or affiliate of that person, has entered into a deferred payment plan to pay off the debt. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.
20. **USE TAX.** Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-12 of the Procurement Code (30 ILCS 500/50-12), which prohibits a person from entering into a contract with a State agency, unless the person and all of the person's affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 *et seq.*) regardless of whether the person or affiliate is a "retailer maintaining a place of business within Illinois." Grantee acknowledges that the Administrator may declare this contract void if this certification is false.
21. **ENVIRONMENTAL PROTECTION ACT.** Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-14 of the Procurement Code (30 ILCS 500/50-14), which prohibits for a period of five (5) years a person or business from doing business with the State of Illinois, including any State agency if the person or business has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act and unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is no practicable contractual alternative available to the State. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.
22. **FORCED LABOR.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the

Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

23. CHILD LABOR CERTIFICATION. Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (30 ILCS 584/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.
24. EDUCATIONAL LOANS. To the extent that the Educational Loan Default Act (5 ILCS 385/0.01 *et seq.*) applies hereto, Grantee certifies that it is not in default on an educational loan.
25. BID RIGGING AND BID ROTATING. Grantee certifies that it has not been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/33E-3, 33E-4).
26. DUES TO CLUBS WHICH DISCRIMINATE. Grantee certifies that it is not prohibited from providing goods or services to the State of Illinois or from receiving any award or grant from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates. 775 ILCS 25/2.
27. INTERNATIONAL ANTI-BOYCOTT. Grantee certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 (50 U.S.C. §4601 *et seq.*) or the regulations of the United States Department of Commerce promulgated under that Act.
28. DRUG FREE WORKPLACE CERTIFICATION. This Grant Agreement may be subject to the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). If it meets the definition of "grantee" under section 2 of the aforementioned Act (30 ILCS 580/2), Grantee certifies and agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act (30 ILCS 580/3) by:
  - (a) Publishing a statement:



- i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Grantee's or contractor's workplace;
  - ii) Specifying the actions that will be taken against employees for violations of such prohibition; and
  - iii) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - A) Abide by the terms of the statement; and
    - B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - i) The dangers of drug abuse in the workplace;
  - ii) Grantee's or contractor's policy of maintaining a drug free workplace;
  - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Administrator within ten (10) days after receiving notice under part (B) of paragraph (iii) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

29. REVOLVING DOOR PROHIBITION CERTIFICATION. Grantee certifies that it is not barred from engaging in any procurement activities under Section 50-30 of the Procurement Code (30 ILCS 500/50-30).
30. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION. Grantee certifies, under penalty of perjury, that its Federal Taxpayer Identification Number listed herein is accurate and true. Grantee further certifies that it is not subject to backup withholding because: (a) Grantee is exempt from backup withholding; or (b) Grantee has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified Grantee that it is no longer subject to backup withholding. Grantee also certifies that it is a U.S. citizen or other U.S. person.

Name of Grantee: County of DuPage

(This should match the exact name on file with the IRS for the TIN Number provided below)

TIN Number (Federal Employer Identification Number): 36-6006551

Grantee certifies that it is performing the services covered by this Agreement as a(n): (please check one)

- Individual
- Sole Proprietorship
- Single-Member Limited Liability Company
- C Corporation
- S Corporation
- Partnership
- Estate or trust
- Limited Liability Company (select applicable tax classification)
- C Corporation
- S Corporation
- Partnership
- Other: \_\_\_\_\_
- Governmental Entity—Political Subdivision of the State of Illinois
- Nonprofit corporation exempt under IRS Code Section 501(c)(3)

31. BOARD OF ELECTIONS REGISTRATION CERTIFICATION. Grantee certifies that either (*check applicable box*):
- The Grantee is not required to register as a business entity with the State Board of Elections pursuant to sections 20-160 of the Procurement Code (30 ILCS 500/20-160) and Title 44, Section 1300.08 of the Attorney General's Procurement rules with respect to its contracts, bids, and proposals with the Office of the Attorney General; or
- The Grantee has registered as a business entity with the State Board of Elections with respect to its contracts, bids, and proposals with the Office

of the Attorney General and acknowledges a continuing duty to update the registration.

This contract is voidable in accordance with the provisions of section 50-60 of the Procurement Code (30 ILCS 500/50-60) for Grantee's failure to comply with section 20-160 with respect to the Grantee's contracts, bids, and proposals with the Attorney General.

32. EXPATRIATED ENTITY CERTIFICATION. As a condition of this Contract, Grantee certifies that it is not barred from bidding or entering into a contract with the State of Illinois as an "expatriated entity," as that term is defined in Section 1-15.120 of the Procurement Code (30 ILCS 500/1-15.120), or a member of a "unitary business group," as that phrase is defined in the Illinois Income Tax Act (35 ILCS 5/1501(a)(27)) with an expatriated entity as a member. 30 ILCS 500/50-17.
33. NOTICES. All notices required to be served shall be served by certified mail, return receipt requested, duly addressed and postage prepaid. Notices shall be sent to the parties at the addresses given below, unless otherwise instructed:

ADMINISTRATOR:

Attorney General of the State of Illinois  
Violent Crime Victims Assistance Program  
115 South LaSalle Street  
Chicago, Illinois 60603

GRANTEE:

DuPage County State's Attorney's Office  
503 N. County Farm Road,  
WHEATON, IL, 60187

In all correspondence between the parties hereto with respect to this Grant Agreement, the grant number shall be clearly identified and referred to. The grant number of this Grant Agreement is 25-0620.

34. MAINTENANCE OF RECORDS. Grantee shall maintain and preserve all books, records, or papers relating to the programs or projects for which funds were provided under this contract, including the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract for a period of five (5) years after the completion of the contract. Grantee shall make available the contract and all books, records, and papers related to the contract for review and audit by the Auditor General of the State of Illinois or the Administrator. Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full and free access to all relevant materials. Grantee's failure to maintain the books, records, and papers required by this paragraph shall establish a presumption in favor of the Administrator for the recovery of any funds paid

under the Grant Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

35. **INDEPENDENT CONTRACTOR.** Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this Agreement, Grantee shall act as and shall be deemed at all times to be an independent contractor.
36. **MODIFICATION OF AGREEMENT.** No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.
37. **APPLICABLE LAWS.** The Grant Agreement and the Grantee's obligations and services under the Grant Agreement are hereby made subject to and must be performed in compliance with all Federal and State laws. The Grant Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

**Administrator:**

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

Kwame Raoul, Attorney General

\_\_\_\_\_  
Date

**Grantee:**                      Signature on file

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

Robert B. Berlin, DuPage County State's Attorney  
Type or print name and title

6/11/2024 \_\_\_\_\_ Date

**GRANTEE CERTIFICATION:**

I, Robert B. Berlin, DuPage County State's Attorney  
(Print Name) (Print Title)

hereby certify under oath, in accordance with section 4 of the Illinois Grant Funds Recovery Act (30 ILCS 705/4 (West 2018)), that all information in this Grant Agreement is true and correct to the best of my knowledge, information and belief. I further certify, under oath, that the funds shall be used only for the purposes set forth in this Grant Agreement and that the award of grant funds is conditioned upon this certification.

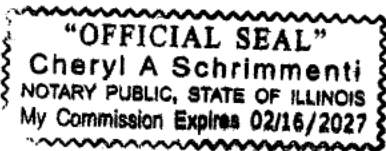
Signature on file

\_\_\_\_\_  
(Signature)

Subscribed and sworn before me on this 11<sup>th</sup> day of June, 2024.

Signature on file

\_\_\_\_\_  
Notary Public







## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-1807

**Agenda Date:** 6/18/2024

**Agenda #:** 8.A.

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DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective January 22, 2024

From: 1000  
 Company #

SA - CHILDREN'S ADVOCACY CENTR  
 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		
6510	53807		SUBSCRIPTION IT ARRANGEMENTS	\$ 2,469.00	15,995.04	13,526.04	6/6/24	1000-9100
Total				\$ 2,469.00				

To: 1000  
 Company #

SA - CHILDREN'S ADVOCACY CENTR  
 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		
6510	54107		SOFTWARE	\$ 2,469.00	0	2,469.00	6/6/24	1000-9100
Total				\$ 2,469.00				

Reason for Request:

Budget transfer to move funds to a Capital Account - Software line for Axon invoices for licenses & software services. GASB 96 changed the accounting standard regarding ownership criteria where the County has a noncancelable right to control in excess of one year and should be considered capital in nature when determining ownership. Since this invoice was already charged to account code 53807, a journal entry will be created moving the expense from account 53807 to 54107.

Signature on file

Department Head

Chief Financial Officer

6/5/24  
Date

6/6/24  
Date

Activity \_\_\_\_\_  
 (optional)

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

Finance Department Use Only

Fiscal Year 24 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

SPS - 6/18/24  
 FIN/CB - 6/25/24



## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-1808

**Agenda Date:** 6/18/2024

**Agenda #:** 8.B.

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DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective January 22, 2024

From: 1000  
 Company #

STATE'S ATTORNEY  
 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		
6500	53807		SUBSCRIPTION IT ARRANGEMENTS	\$ 222,385.00	18,841.00	(203,544.00)	6/6/24	1000-9100
				Total	\$ 222,385.00			

To: 1000  
 Company #

STATE'S ATTORNEY  
 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		
6500	54107		SOFTWARE	\$ 222,385.00	0	222,385.00	6/6/24	1000-9100
				Total	\$ 222,385.00			

Reason for Request:

Budget transfer to move funds to a Capital Account - software line for Axon invoices for licenses & software services. GASB 96 changed the accounting standard regarding ownership criteria where the County has a noncancelable right to control in excess of one year and should be considered capital in nature when determining ownership. Since this invoice was already charged to account code 53807, a journal entry will be created moving the expense from account 53807 to 54107.

Signature on file

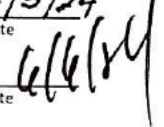
Department Head



6/5/24  
 Date

Chief Financial Officer

Date



Activity \_\_\_\_\_  
 (optional)

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

Finance Department Use Only

Fiscal Year 24 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

JPS - 6/18/24  
 FIN/CB - 6/25/24





## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-1809

**Agenda Date:** 6/18/2024

**Agenda #:** 8.C.

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DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective January 22, 2024

From: 1000  
 Company #

STATE'S ATTORNEY  
 From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6500	53020		INFORMATION TECHNOLOGY SVC	\$ 10,000.00	39,885.00	29,885.00	5/29/24
Total				\$ 10,000.00			

To: 1000  
 Company #

STATE'S ATTORNEY  
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6500	50010		OVERTIME	\$ 10,000.00	1,904.73	11,904.73	5/29/24
Total				\$ 10,000.00			

Reason for Request:

Overtime related to support staff for weekend First Appearance Court

Signature on file

Department Head

Chief Financial Officer

5/29/24  
 Date  
 6/3/24  
 Date

Activity \_\_\_\_\_  
 (optional)

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

Finance Department Use Only

Fiscal Year 24 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

JPS - 6/18/24  
 FIN/CB - 6/25/24



# Judicial/Public Safety Change Order with Resolution

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

**File #:** JPS-CO-0006-24

**Agenda Date:** 6/18/2024

**Agenda #:** 9.A.

AMENDMENT TO COUNTY CONTRACT 5308-0001 SERV  
ISSUED TO LOGICALIS, INC.  
FOR MANAGEMENT OF THE REMOTE DISASTER RECOVERY ENVIRONMENT  
FOR THE CLERK OF THE CIRCUIT COURT  
(INCREASE ENCUMBRANCE \$24,474.54, 2.27%)

WHEREAS, County Contract 5308-0001 SERV was approved by the Judicial and Public Safety Committee on May 25, 2021; and

WHEREAS, the Judicial and Public Safety Committee recommends changes as stated in the Change Order Notice to County Contract 5308-0001 SERV, issued to Logicalis, Inc., for management of the remote Disaster Recovery environment, for the Clerk of the Circuit Court, to replicate 3 additional servers and increase the contract by \$24,474.54 resulting in an amended contract total of \$1,104,525.22, an increase of 2.27%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 5308-0001 SERV, issued to Logicalis, Inc., for management of the remote Disaster Recovery environment, for the Clerk of the Circuit Court, to replicate 3 additional servers and increase the contract by \$24,474.54 resulting in an amended contract total of \$1,104,525.22, an increase of 2.27%.

Enacted and approved this 25th day of June, 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: May 24, 2024

MinuteTraq (IQM2) ID #: PS-CO-0006-24

<b>Purchase Order #:</b> 5308-1-SERV	<b>Original Purchase Order Date:</b> May 25, 2021	<b>Change Order #:</b> 5	<b>Department:</b> CIRCUIT COURT CLERK
<b>Vendor Name:</b> LOGICALIS		<b>Vendor #:</b> 12232	<b>Dept Contact:</b> JULIE ELLEFSEN
<b>Background and/or Reason for Change Order Request:</b>	INCREASE MONTHLY AMOUNT FROM \$18,562.36 TO \$20,401.06 FY24 Line 5 reduce line 3 by \$4.20 and line 4 by \$7,529.94 new total \$223,743.22 FY25 line 6 reduce line 4 by \$10,460.76 plus increase in contract by \$11,603.64 new total \$244,812.72 FY26 line 7 increase contract by \$12,870.90 new total \$142,807.42		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$1,069,690.00
B	Net \$ change for previous Change Orders	\$10,360.68
C	Current contract amount (A + B)	\$1,080,050.68
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$24,474.54
E	New contract amount (C + D)	\$1,104,525.22
F	Percent of current contract value this Change Order represents (D / C)	2.27%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	3.26%
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	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	<input type="checkbox"/> Funding Source _____
<input checked="" type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount	
<input type="checkbox"/> OTHER - explain below: _____	

JCE	8590	May 24, 2024	KMV	8647	May 24, 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: May 24, 2024

File ID #: JPS-CO-0006-24

Purchase Order #: 5308-1-SERV

Requesting Department: CIRCUIT COURT CLERK	Department Contact: Kevin Vaske
Contact Email: kevin.vaske@18thjudicial.org	Contact Phone: x8647
Vendor Name: Logicalis, Inc	Vendor #: 12232

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.  
 Increase P.O. total amount by \$24,474.54 through contract end date of May, 2026.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.  
 Add three servers to continuous data protection, continuously replicating the server data to our disaster recovery environment in Arizona.

**Original Source Selection/Vetting Information** - Describe method used to select source.  
 RFP 21-010-CRCT

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.  
 These are business critical servers which need to be replicated to our DR environment.  
 Not replicating these servers increases risk.

**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.  
 FY25 increase \$11,603.64  
 FY26 lincrease \$12,870.90



# 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: May 30, 2024

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Logicalis	Company Contact: Sandy Shute
Contact Phone: 630-730-9520	Contact Email: sandy.shute@us.logicalis.com

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, 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.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](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 on File** \_\_\_\_\_  
 Printed Name Sandy Shute  
 Title Sr.. Account Executive  
 Date May 30, 2024

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



## Consent Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-1810

**Agenda Date:** 6/18/2024

**Agenda #:** 10.A.

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**Request for Change Order**  
**Procurement Services Division**  
 Attach copies of all prior Change Orders

Consent  
 JPS 6/18  
 OB 6/25

Date: Jun 6, 2024

MinuteTraq (IQM2) ID #: \_\_\_\_\_

<b>Purchase Order #:</b> 6184-0001-SERV	<b>Original Purchase Order Date:</b> Dec 14, 2022	<b>Change Order #:</b> 2	<b>Department:</b> States Attorney
<b>Vendor Name:</b> DuPage Legal Aid Foundation	<b>Vendor #:</b> 22616	<b>Dept Contact:</b> Robin Bolton	

**Background and/or Reason for Change Order Request:** Decrease and close PO due to contract expiring

**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	\$40,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$40,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$34,520.50)
E	New contract amount (C + D)	\$5,479.50
F	Percent of current contract value this Change Order represents (D / C)	-86.30%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-86.30%

**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 ≥ \$2,500.00, or ≥ 10%, of current contract amount  Funding Source \_\_\_\_\_
- OTHER - explain below:

NS _____	8016 _____	Jun 6, 2024 _____	RB _____	8146 _____	Jun 6, 2024 _____
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

**REVIEWED BY (Initials Only)**

Buyer _____	Date _____	Procurement Officer	Date <u>6/11/2024</u>
Chief Financial Officer (Decision Memos Over \$25,000)	Date _____	Chairman's Office (Decision Memos Over \$25,000)	Date _____