



DU PAGE COUNTY

Judicial and Public Safety Committee

Final Summary

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

Tuesday, June 3, 2025

8:00 AM

County Board Room

1. CALL TO ORDER

8:00 A.M. meeting was called to order by Chair Lucy Evans at 8:07 A.M.

2. ROLL CALL

Staff in attendance: Conor McCarthy (Assistant State's Attorney), Nick Kottmeyer (Chief Administrative Officer), Jason Blumenthal (Assistant Director of Operations), Evan Shields (Communications Manager), Jeremy Custer (Senior Advisor), Jeff Martynowicz (Chief Financial Officer), John Putnam (Commander-Sheriff's Office), Jeff York (Public Defender), Valerie Calvente (Chief Procurement Officer), Lisa Smith (Chief Assistant State's Attorney), Craig Dieckman (Director-Office of Homeland Security and Emergency Management) and Sara Rogers (Buyer-Procurement).

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

Remote attendees: Dan Bilodeau (Deputy Chief-Sheriff's Office), Jason Snow (IT Manager-Sheriff's Office) and Jennifer Sinn (Deputy Chief Financial Officer)

Public in attendance: Jesse Gutierrez

PRESENT	Childress, DeSart, Eckhoff, Evans, Honig, Haider, Krajewski, Schwarze, Tornatore, Zay, and Yoo
ABSENT	Ozog

3. PUBLIC COMMENT

3.A. [25-1467](#)

An online submission for public comment for the June 3, 2025 Judicial and Public Safety Committee meeting is included in the record in its entirety and can be found in the Minutes Packet and via the link above.

4. CHAIR REMARKS - CHAIR EVANS

Chair Evans welcomed all to the meeting. She then recognized the Judicial and Public Safety Committee secretary for her years of service and wished her well on her upcoming retirement.

5. APPROVAL OF MINUTES

5.A. [25-1386](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, May 20, 2025.

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

RESULT:	APPROVED
MOVER:	Saba Haider
SECONDER:	Andrew Honig

6. PROCUREMENT REQUISITIONS

6.A. [JPS-P-0026-25](#)

Recommendation for the approval of a contract to JusticeText, Inc., for the purchase of audiovisual evidence management software licenses, for the Public Defender's Office, for the period of July 1, 2025 through June 30, 2026, for an amount not to exceed \$50,000. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids - Sole Source. (Public Defender's Office)

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Sam Tornatore

6.B. [JPS-P-0027-25](#)

Recommendation for the approval of a contract with Diana Hightower for Coordinator of the Family Violence Coordinating Council, for the period of July 1, 2025 through June 30, 2026, for a total contract amount not to exceed \$43,472. Grant funded. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b). (18th Judicial Circuit Court)

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Saba Haider
SECONDER:	Andrew Honig

6.C. [JPS-P-0029-25](#)

Recommendation for the approval of a contract purchase order to ThinkGard, to provide backup and recovery services for the Sheriff's Office, for the period of June 10, 2025 through November 30, 2027, for a contract total not to exceed \$368,853.50. Contract pursuant to the Intergovernmental Cooperation Act (TIPS Contract #220105). (Sheriff's Office)

Member Yoo requested additional information on the following: what is this service for, how many vendors are currently being used, what data is being backed up, how many backup servers the Sheriff's Office currently has, whether the backup server systems are being consolidated and whether his office followed the County's RFP process to ensure they are receiving the most cost-effective solution. Jason Blumenthal responded that it is his understanding that this backup server is being used specifically for email and OneDrive. Jason Snow explained that this three-year contract is a 24/7, 365 day

long-term backup and recovery system. He office currently does not have a backup system with these capabilities. Mr. Snow stated that the RFP process was not used. Mr. Blumenthal added that the TIPS Contract is a Joint Purchasing Agreement, so this is the best price. Member Zay thanked the Sheriff's Office for being proactive in promptly addressing the importance of increasing its backup and recovery systems.

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Saba Haider

6.D. [JPS-P-0025-25](#)

Recommendation for the approval of a contract purchase order to Trinity Services Group, Inc., to provide meal service for the inmates and officers in the jail, for the Sheriff's Office, for the period of June 1, 2025 through May 31, 2026, for a contract total amount of \$1,526,156.25; per RFP #23-026-SHF. Second of three optional renewals. (Sheriff's Office)

Member Krajewski inquired why this was just now being brought before the Committee for approval when the contract already began on June 1, 2025. Valerie Calvente explained that the vendor was late in returning the contract renewal to her office. Therefore, the deadline had passed to place this item on the May 20, 2025 JPS agenda. Member DeSart asked about the number of inmates in the jail. Valerie Calvente explained that the current inmate population is somewhat higher, resulting in this 3.8% increase in meal costs. Commander John Putnam further explained that the jail population did decline shortly after the SAFE-T Act went into effect. However, since then the number of detainees has increased. Member Krajewski requested that, in the future, a statistical report concerning the number of people that do not appear for their court dates be provided to the Committee members. Jason Blumenthal confirmed that he will request that information from the Circuit Court Clerk's Office.

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Andrew Honig
SECONDER:	Jim Zay

7. **RESOLUTIONS**

7.A. [JPS-R-0007-25](#)

Amendment to Resolution JPS-P-0025-25 issued to Trinity Services Group, Inc., to provide food service for the DuPage County Jail, for the Sheriff's Office. (The contracted rate is increasing from \$2.23 per meal delivered to \$2.32 per meal delivered, resulting in an increase of 3.8%) (Sheriff's Office)

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Jim Zay

SECONDER: Andrew Honig

7.B. [FI-R-0097-25](#)

Acceptance and appropriation of the Title IV-D Grant SFY 25-27, Intergovernmental Agreement No. 2026-55-013-IGA, Company 5000 - Accounting Unit 6570, in the amount of \$1,629,842. (State's Attorney's Office)

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Jim Zay

SECONDER: Saba Haider

8. **BUDGET TRANSFERS**

8.A. [25-1404](#)

Transfer of funds from account no. 1000-1130-52200-0000 (operating supplies and materials) to account no. 1000-1130-54100-0700 (IT equipment-capital lease) in the amount of \$500, necessary to cover Toshiba copier charges for FY25. (Office of Homeland Security and Emergency Management-Campus Security)

Member Krajewski expressed concern regarding the need for this budget transfer, particularly mid-year. He questioned why these funds were not previously budgeted for. He suggested that when departments request budget transfers, it would helpful if they provide to the Committee a written explanation regarding the need to move the funds. Jeff Martynowicz responded that there has been a change in the invoice process for the Toshiba copiers and that each individual department has been asked to track their usage and budget accordingly. Additional comments were provided by Valerie Calvente and Deputy Chief Financial Officer, Jennifer Sinn, concerning the reason these FY24 invoices were late in being processed.

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

RESULT: APPROVED

MOVER: Saba Haider

SECONDER: Jim Zay

9. **GRANTS**

9.A. [25-1416](#)

GPN 015-25: PY25 ILETSB - NIBIN Grant Program - Illinois Law Enforcement Training and Standard Board - \$24,999. (Sheriff's Office)

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Sam Tornatore
SECONDER:	Michael Childress

10. OLD BUSINESS

Member DeSart asked for an update on the status of the State Public Defender's Office Bill. DuPage County Public Defender Jeff York then proceeded to provide an overview of the status of this bill and what, if any, impact it will have on DuPage County. He stated that he is in favor of the bill and it did pass, but has not yet been signed by the Governor. Mr. York does not believe it will have a significant impact on DuPage County until he is no longer in office. When that time comes, the process to select his replacement will be different. The law does not go into effect until 2027 and, in Mr. York's opinion, it will be a slow process. There will not be any costs to DuPage County. Member Krajewski inquired whether there would be any differences in the selection process for a Public Defender in DuPage County compared to Cook County. Mr. York offered his explanation as to how this will take place.

11. NEW BUSINESS

Member Yoo requested an update on how the implementation of Karina's Law, which went into effect on May 11, 2025, is going in DuPage County. Chair Evans agreed that an update is important, however, stated that it will be some time before any data becomes available. Member Zay commented on the potential issues that could contribute to a delay in obtaining data.

Member DeSart read the public comment submission that is incorporated into these Minutes in item 3.A. She then requested that an outside investigation be conducted on JUST of DuPage. Jason Blumenthal responded that the Sheriff's Office provided him with a copy of IRS form 990 which states that, as of May 15, 2025, JUST of DuPage is in good standing.

12. ADJOURNMENT

With no further business, the meeting was adjourned at 8:40 A.M. The next meeting is scheduled for Tuesday, June 17, 2025 at 8:00 A.M.



Online Public Comments - Minutes Only

421 N. COUNTY FARM
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WHEATON, IL 60187
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File #: 25-1467

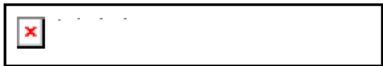
Agenda Date: 6/3/2025

Agenda #: 3.A.

Blakely, Heidi

From: noreply@formstack.com
Sent: Tuesday, May 27, 2025 5:25 PM
To: Web Master; County Board Public Comment
Subject: PublicComment

[Caution: This email originated outside Dupagecounty.gov. Do not click links or open attachments unless you recognize the sender and know the content is safe.]



Formstack Submission For: PublicComment
Submitted at 05/27/25 5:24 PM

Meeting Date:	05/27/25
Meeting:	Judicial and Public Safety Committee
Name:	Kevin fahey
Organization:	N/A
Address:	
Daytime Phone:	
Subject:	JUST of DuPage Tax issues
Comment:	Why does the Sheriff's Office allow JUST of DuPage to receive donations and funds from the county? They have been on the revoked list from IRS since 2023. The current Director Michael Beary needs to be removed and replaced by someone of morals and values. DuPage Sheriff's Office needs JUST not the current director. JUST has lost several board members including myself and other staff members because of the current Director. Please review JUST of DuPage IRS tax forms and hold the director responsible like the county board is suppose to my checks and balances.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 25-1386

Agenda Date: 6/3/2025

Agenda #: 5.A.



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Judicial and Public Safety Committee

Final Summary

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

Tuesday, May 20, 2025

8:00 AM

County Board Room

1. CALL TO ORDER

8:00 A.M. meeting was called to order by Chair Lucy Evans at 8:06 A.M.

MOTION TO ALLOW REMOTE PARTICIPATION

Member Schwarze moved, seconded by Member Eckhoff to allow Member Zay to participate in the meeting remotely. The motion was approved on a voice vote, all "ayes".

2. ROLL CALL

Member Haider arrived at 8:15 A.M.

Staff in attendance: Conor McCarthy (Assistant State's Attorney), Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Jason Blumenthal (Assistant Director of Operations), Evan Shields (Communications Manager), Jeremy Custer (Senior Advisor), Edmond Moore (Undersheriff), Crystal Mendez (Corporal-Sheriff's Office), Jeff Martynowicz (Chief Financial Officer), Mary Catherine Wells (Deputy Chief Financial Officer), Valerie Calvente (Chief Procurement Officer), Katrina Holman (Financial Services Coordinator), Keith Jorstad (Senior Budget Analyst), Craig Dieckman (Director-Office of Homeland Security and Emergency Management) and Jeff York (Public Defender).

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

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

PRESENT	Childress, DeSart, Eckhoff, Evans, Ozog, Schwarze, and Yoo
ABSENT	Honig, Krajewski, and Tornatore
REMOTE	Zay
LATE	Haider

3. PUBLIC COMMENT

No public comment was offered.

4. CHAIR REMARKS - CHAIR EVANS

Chair Evans welcomed all to the meeting and commented on the weather which is causing traffic delays and accidents. She extended her appreciation to the first responders who are on the accident scenes this morning and encouraged everyone to drive safely.

5. APPROVAL OF MINUTES

5.A. [25-1309](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, May 6, 2025.

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

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Greg Schwarze

6. RESOLUTIONS

6.A. [JPS-R-0006-25](#)

Resolution approving funds to administer the Seniors' Drive-Thru Meal Pilot Program, in the amount of \$142,000. (Sheriff's Office)

Questions and comments were brought forward by Members Ozog, Garcia, Zay, Yoo and Schwarze. Concerns about this joint initiative between the DuPage County Board and the Sheriff's Office included: the source of the funding, the return of unused monies, the parameters for eligibility and potential adjustments to those parameters, the availability of sufficient food for all program participants and ensuring that those seniors in need of food will receive it. Discussions will continue with Mary Keating, Director of Human Services and the Sheriff's Office to ensure appropriate criteria are in place. Jason Blumenthal suggested that he and Undersheriff Moore collaborate with the Finance Department to create a list of the parameters. This list will then be provided to the Committee members for their review and feedback. Chair Evans thanked all involved for their work to develop this important program for qualified DuPage County seniors.

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Greg Schwarze
SECONDER:	Yeena Yoo

7. BUDGET TRANSFERS

7.A. [25-1344](#)

Transfer of funds from account no. 1000-1180-53828 (Contingencies) to account no. 1000-4400-52210 (Food & Beverages) for the Senior Meals Program in the amount of \$17,750. (Sheriff's Office)

Member Yoo inquired whether the \$17,750 is only to be used for the Senior Meals Program for FY25. Further, she asked if the means testing is being switched now and going forward or if that will begin at a future date with the new pilot program. Jason Blumenthal responded that he will confirm that with the Sheriff's Office.

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

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Saba Haider

MOTION TO COMBINE ITEMS 7.B. THROUGH 7.D.

Member Schwarze moved, seconded by Member Haider to combine and approve items 7.B. through 7.D. The motion was approved on a voice vote, all "ayes".

7.B. [25-1310](#)

Transfer of funds from account nos. 1000-6110-53260 (wireless communication services) and 1000-6110-52200 (operating supplies & materials) to account nos. 1000-6110-53800-0001 (copier usage) and 1000-6110-54100-0700 (IT equipment-capital lease), in the amount of \$1,271, to cover Toshiba expenses for FY25. (Probation and Court Services)

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

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Saba Haider

7.C. [25-1311](#)

Transfer of funds from account no. 1400-6120-53090 (other professional services) to account nos. 1400-6120-53800-0001 (copier usage) and 1400-6120-54100-0700 (IT equipment-capital lease), in the amount of \$6,900, to cover Toshiba expenses for FY25. (Probation and Court Services)

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

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Saba Haider

7.D. [25-1312](#)

Transfer of funds from account no. 1400-6130-52200 (operating supplies and materials) to account no. 1400-6130-54100-0700 (IT equipment-capital lease) in the amount of \$310 to cover Toshiba expenses for FY'25. (Probation and Court Services)

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

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Saba Haider

8. OLD BUSINESS

No old business was offered.

9. NEW BUSINESS

No new business was offered.

10. ADJOURNMENT

With no further business, the meeting was adjourned at 8:23 A.M. The next meeting is scheduled for Tuesday, June 3, 2025 at 8:00 A.M.



File #: JPS-P-0026-25

Agenda Date: 6/3/2025

Agenda #: 17.C.

AWARDING RESOLUTION ISSUED TO
JUSTICETEXT, INC.
FOR THE PURCHASE OF AUDIOVISUAL EVIDENCE MANAGEMENT
SOFTWARE LICENSES FOR
THE PUBLIC DEFENDER'S OFFICE
(CONTRACT TOTAL AMOUNT \$50,000)

WHEREAS, a sole source provider has been identified 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 JusticeText, Inc., for audiovisual evidence management software licenses, for the period of July 1, 2025 through June 30, 2026, for the Public Defender's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract for the purchase of audiovisual evidence management software licenses, for the period of July 1, 2025 through June 30, 2026, for the Public Defender's Office be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to JusticeText, Inc., 5 Ravenna, Irvine, CA 92614, for a contract total amount of \$50,000.

Enacted and approved this 10th day of June 2025 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-0026-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$50,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$50,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: JusticeText, Inc	VENDOR #: 39480	DEPT: Public Defender	DEPT CONTACT NAME: Melissa Buckardt
VENDOR CONTACT: Jon Ervin	VENDOR CONTACT PHONE: 949-743-4670	DEPT CONTACT PHONE #: 630-407-8300	DEPT CONTACT EMAIL: Melissa.Buckardt@dupagecounty.gov
VENDOR CONTACT EMAIL: jon@justicetext.com	VENDOR WEBSITE: https://justicetext.com/	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Purchasing the use of 47 attorneys, 5 investigators and all support staff audiovisual evidence management software licenses for the use of the Public Defender's Office.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Expedite the review of body-camera footage, interrogation videos, and other crucial discovery.			

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.
SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
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).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Expedite the review of body-camera footage, interrogation videos, and other crucial discovery, specifically for public defenders.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. We explored other products, but nothing else met our needs or are specifically designed for defense attorneys. This is relatively new technology.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. Internet search, meeting with other public defenders from around country

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: JusticeText, Inc	Vendor#: 39480	Dept: Public Defender	Division:
Attn: Jon Ervin	Email: jon@justicetext.com	Attn: Melissa Buckardt	Email: Melissa.Buckardt@dupagecounty.gov
Address: 5 Ravenna	City: Irvine	Address: 503 N. County Farm Road, 3rd Floor	City: Wheaton
State: California	Zip: 92614	State: Illinois	Zip: 60187
Phone: 949-743-4670	Fax:	Phone: 630-407-8300	Fax: 630-407-8301
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: JusticeText, Inc	Vendor#: 39480	Dept: Public Defender	Division:
Attn: Jon Ervin	Email: jon@justicetext.com	Attn: Jeff York	Email: Jeff.York@dupagecounty.gov
Address: 5 Ravenna	City: Irvine	Address: 503 N. County Farm Road, 3rd Floor	City: Wheaton
State: California	Zip: 92614	State: Illinois	Zip: 60187
Phone: 949-743-4670	Fax:	Phone: 630-407-8300	Fax: 630-407-8301
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 1, 2025	Contract End Date (PO25): Jun 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		1 year contract to purchase audiovisual evidence software licenses	FY25	1000	6300	53807		50,000.00	50,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 50,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. 1st allowed invoice date of 6/9/205.
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.

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this “**Agreement**”) is made by and between JusticeText Inc. (“**Company**”), and the DuPage County Public Defender (“**Customer**”). This Agreement will become effective when executed by authorized representatives of both parties (the “**Effective Date**”).

WHEREAS, Company has developed a certain product that capable of (1) automatically generating searchable transcripts of uploaded video content; (2) editing said transcripts; (3) creating time-stamped annotations within said transcripts; and (4) editing uploaded video content into shorter clips (the “**Product**”).

WHEREAS, Company and Customer desire to have Customer use the Product and provide feedback to the Company, subject to and in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. SALE AND USE OF PRODUCT.

- 1.1 Sale and Use. Subject to the terms and conditions of this Agreement, Company will sell the Product to Customer, for personal use as defined in this Agreement.
- 1.2 Fees. Customer will pay Company a payment of **\$50,000** for office-wide access to the Product for a one-year term, from **7/1/25** to **6/30/26**. Each person in the office – all roughly 47 attorneys, 5 investigators, and all support staff -- will have access to a standard license that allows the license holder to upload up to 240 hours of audio/video per year. Payment for the Product is due within 30 days of the invoice. All past due amounts will incur interest at a rate of 1% per month or the maximum rate permitted by law, whichever is less. Customer will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with this Agreement or Customer’s receipt or use of the Product and related services.
- 1.3 Restrictions on Use. Customer will not: (a) modify, alter or improve the Product; (b) rent, lease, license, loan, resell, transfer, distribute or otherwise make the Product or the related services available to any third party without the prior written consent of the Company; (c) reverse engineer the Product (or any component thereof), or decompile or disassemble any software or firmware components of the Product, or authorize a third party to do any of the foregoing; or (d) mortgage, pledge or encumber the Product in any way.
- 1.4 Privacy. The Company shall use personally identifiable information of Customer only for the purpose of providing the services under this Agreement to Customer. The Company may use aggregated non-personally identifiable information derived from information provided by Customer, including but not limited to for the purpose of improving the Product and related services.

1.5 Confidentiality. Customer will upload video and audio evidence to the Product. Company will not provide access to the transcription or the underlying data or disseminate the transcription or the underlying data to anyone without the written consent of Customer. Company will treat as confidential the data obtained from Customer. Customer's transmission of this data does not constitute any waiver of attorney-client privilege, work product privilege, or confidentiality.

2. FEEDBACK. All feedback, comments, and suggestions for improvements that Customer provides to Company hereunder are referred to collectively as "**Customer Feedback**".

3. OWNERSHIP. Customer acknowledges and agrees that all Customer Feedback will be the sole and exclusive property of Company. Customer hereby irrevocably transfers and assigns to Company and agrees to irrevocably assign and transfer to Company all of Customer's right, title, and interest in and to all Customer Feedback, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, and other intellectual property rights (collectively, "**Intellectual Property Rights**") therein. At Company's request and expense, Customer will execute documents and take such further acts as Company may reasonably request to assist Company to acquire, perfect and maintain its Intellectual Property Rights and other legal protections for the Customer Feedback. Customer acknowledges and agrees that, as between the parties, Company own all right, title, and interest in and to the Product and related services, including all Intellectual Property Rights therein, even if Company incorporates any Customer Feedback into subsequent versions of the Product. Customer will not earn or acquire any rights or licenses in the Product or in any Company Intellectual Property Rights on account of this Agreement or Customer's performance under this Agreement.

4. DISCLAIMERS.

4.1 Warranty Disclaimers. Customer acknowledges that the Product is being provided "AS IS." COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

4.2 No Warranty. Company does not warrant that the services related to the Product and the Product will be uninterrupted, reliable, accurate, available, error free, and free from unauthorized access. Use of the Product and related services, including use of any analysis or information provided in connection thereto, by Customer or any third party shall be at Customer's sole risk and liability.

4.3 Third Party Providers. Customer acknowledges that certain services related to the Product are provided or dependent upon by third party providers. The Company is not responsible for any act or omission or the availability or quality of any products or services provided by such third parties.

5. LIMITATION ON LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING,

WITHOUT LIMITATION, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE INSTALLATION OR USE OF OR INABILITY TO USE THE PRODUCT OR RELATED SERVICES OR FOR ANY ERROR OR DEFECT IN THE PRODUCT, INCLUDING INCORRECT DETERMINATION OF LOCATION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6. TERM AND TERMINATION.

6.1 Term. The parties may extend the term of this Agreement on terms and conditions agreed between the parties.

6.2 Effect of Termination. Upon any termination or expiration of this Agreement, Customer's right to use the services provided by the Company in connection with the Product will automatically terminate.

6.3 Survival. The provisions of Sections 1.3, 2, 3, 4, 5, 6.2, 6.3, and 7 will survive any termination or expiration of this Agreement.

7. GENERAL PROVISIONS.

7.1 Assignment. Customer may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of Company. Any attempted assignment without such consent will be null and of no effect.

7.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois (excluding its body of law controlling conflicts of law).

7.3 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect.

7.4 Waiver. The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default.

7.5 Entire Agreement. This Agreement and the attached exhibits constitute the entire and exclusive agreement between the parties pertaining to the subject matter hereof, and supersede any and all prior agreements, communications, and understandings (both

written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

7.6 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

JusticeText Inc.

Name: Devshi Mehrotra

Title: CEO

Signature: _____

Date: _____

DuPage County Public Defender

Name: _____

Title: _____

Signature: _____

Date: _____



May 15, 2025

RE: Sole Source Letter

Dear Melissa,

As requested, I am providing a letter that confirms that JusticeText is the Sole Source of the technology we provide. JusticeText is an audiovisual evidence management platform for public defenders designed to expedite the review of body-camera footage, interrogation videos, jail calls, and other crucial digital discovery. This software includes:

AI-powered analysis and search

- **Automatically identify key moments specific to public defense** in audio or video files including Miranda rights, field sobriety tests and arrests
- **Automatically generate single-paragraph summaries** of each piece of evidence to more easily navigate high volumes of discovery
- Easily flip through **summary previews for all discovery in a folder** to quickly isolate the relevant audio or video files
- Summarize an **entire case folder of discovery**
- **Automatically generate timelines** that break discovery into discrete chapters
- **Ask text-based questions** about the contents of discovery (e.g., "were implicit promises made?") and receive time-stamped answers that source specific moments in the evidence
- **Synthesize an entire folder of discovery** for a case via summaries and natural language prompts (e.g., "share a high-level timeline of events")
- **Compare and contrast audio/video evidence** using natural language questions (e.g., "what contradictions does the witness make between statements?")
- **Search for high-level, contextual topics** across a folder of discovery (e.g., "what moments in these video support my argument?", "is there evidence of the Reid interview technique?")
- **Automatically sync multiple videos** (e.g., body-worn camera footage) from multiple angles to review, search, and analyze from a single screen
- **Automatically identify key words relevant to public defense** from a generated transcript (e.g. "gun", "harass", "attorney")
- **Search within a file** for any word or phrase
- **Search across all uploaded evidence** and filter the results by evidence type, speaker, case folder, and additional custom tags

Transcription for multiple languages and file formats

- Transcribe discovery in **80+ languages**, including Spanish, Mandarin, and more
- Transcribe **up to 100 files in one batch**, processed in parallel
- Include **custom vocabulary** (e.g., streets, neighborhoods, witness names) to incorporate local context and improve transcript accuracy
- Create **multi-lingual transcriptions** for media files containing up to three spoken languages
- **Translate transcripts** from other languages (e.g., Spanish) to English
- **Clearly identify** up to 10 speakers in a file
- **Quickly assign speaker names** throughout a piece of evidence
- **Upload proprietary file types** (e.g., GTL jail calls, Panasonic AV Viewer videos, WatchGuard body cameras, For the Record court proceedings, Avigilon videos) directly onto JusticeText without converting in advance, in addition to all standard file types (MP4, MP3, MOV, etc.)
- **Upload files directly** from common storage locations (e.g., OneDrive, Box, Dropbox, Google Drive, etc.)
- **Integrate with case management systems** for easier upload and download

Streamlined viewing, editing, note-taking, redacting, and clipping

- **Edit and annotate** the output transcript, with all changes automatically saved, via a best-in-class user experience with unlimited editing
- **Create video clips** of relevant parts of the file, simply by highlighting the transcript
- **Add subtitles** to created video clips
- **Redact portions** of audio/video evidence to protect confidential information
- Generate an automatically **timestamped notebook** as the video plays
- **Navigate to key moments in a video** by selecting a word in the transcript
- **Use simple keyboard shortcuts** to expedite video review (e.g., tab to play/pause)
- **Edit timestamps** to align text to specific moments in the audio/video file

Collaboration

- **Share video clips** with clients/colleagues via a unique link
- **Share a fully editable version** of your interactive transcript with clients and colleagues with the ability to control access permissions with shared recipient
- Collaboratively review all evidence on a case **using shared workspaces**
- **Upload files on behalf** of others to streamline attorney workflows
- **Export transcripts and video clips** to a local machine in a variety of standard easy-to-use formats, include pleading paper format

In-app support

- **Live in-app support** directly with JusticeText team, with ~30 min average response time
- Review 1-2 minute **tutorial videos** explaining all of the main features on JusticeText

JusticeText is the Sole Source of the software listed above, and no other company or firm sells or distributes such software.

Providing technological support for public defenders is at the core of our company's mission. My co-founder and I started building this product while we were college students at the University of Chicago to [address the challenges](#) faced by the local public defender's office. We currently work with 75+ state and local public defense organizations across the nation, working hand-in-hand to co-create a product built specifically to address their needs, including:

- Committee for Public Counsel Services (CPCS)
- Kentucky Department of Public Advocacy
- Tennessee District Public Defender Conference
- Public Defender Services of Lane County

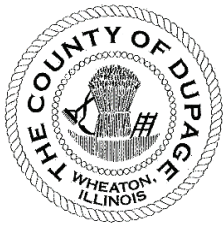
Our commitment to public defenders has been highlighted by the [ABA Journal](#), [Texas Lawyer](#), [Mass Lawyers Weekly](#), [Axios](#), [MIT Technology Review](#), and the [Public Defenseless Podcast](#).

To the best of my knowledge, there are no other items and/or services available for purchase that would serve the same purpose or function as JusticeText.

Sincerely,



Devshi Mehrotra
CEO & Co-Founder, JusticeText



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	JusticeText Inc.
CONTACT PERSON:	Devshi Mehrotra
CONTACT EMAIL:	devshi@justicetext.com

Section II: Procurement Ordinance Requirements

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 the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

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

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Devshi Mehrotra

Signature: 

Title: CEO

Date: 5/15/2025



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

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

File #: JPS-P-0027-25

Agenda Date: 6/3/2025

Agenda #: 17.D.

AWARDING RESOLUTION ISSUED TO
DIANA HIGHTOWER
FOR COORDINATOR OF THE FAMILY VIOLENCE COORDINATING COUNCIL
FOR THE 18TH JUDICIAL CIRCUIT COURT
(CONTRACT TOTAL AMOUNT \$43,472)

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, 2025 through June 30, 2026, for the 18th 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, 2025 through June 30, 2026 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 \$43,472. Grant funded.

Enacted and approved this 10th day of June, 2025 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-0027-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$43,472.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$43,472.00
	CURRENT TERM TOTAL COST: \$43,472.00	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. 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, has been approved by the state grant authority, 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	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: 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:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): July 1, 2025	Contract End Date (PO25): June 30, 2026

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	FY25	5000	6000	53090	322618	36.00	17,280.00
2	672	EA	Hours Worked	Family Violence Coordinating Council Coordinator	FY26	5000	6000	53090	322618	36.00	24,192.00
3	1	EA		Travel and Misc. Expenses	FY26	5000	6000	53090	322618	2,000.00	2,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 43,472.00

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

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 #322618.

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 \$36.00 per hour under the Grant #322618 for hours worked per pay period. Total compensation during the term of this agreement shall not exceed \$41,472.00. Pay periods shall be the first day of the month through the fifteenth (15th) day of the month, and the sixteenth (16th) 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, 2025 and shall conclude on June 30, 2026.
- 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, 2025 through June 30, 2026. 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 invoices 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: Trial 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: 

Title: Trial Court Administrator

Date: 5/1/25

Contractor:

By: 

Title: Local Council Coordinator

Date: 4/30/25



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	
CONTACT PERSON:	Diana Hightower
CONTACT EMAIL:	diana.hightower@18thjudicial.org

Section II: Procurement Ordinance Requirements

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 the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

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

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Diana Hightower

Signature: _____

Title: Coordinator

Date: 4/30/25



File #: JPS-P-0029-25

Agenda Date: 6/3/2025

Agenda #: 17.E.

AWARDING RESOLUTION ISSUED TO
THINKGARD
TO PROVIDE BACKUP AND RECOVERY SERVICES
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$368,853.50)

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 to provide backup and recovery services; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the TIPS Contract #220105, the County of DuPage will contract with ThinkGard; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to ThinkGard, to provide backup and recovery services, for the period of June 10, 2025 through November 30, 2027, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said to provide backup and recovery services, for the period of June 10, 2025 through November 30, 2027, for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to ThinkGard, 3000 Galleria Circle, Suite 1130, Hoover, AL 35244, for a contract total amount not to exceed \$368,853.50, per contract pursuant to the TIPS Contract #220105.

Enacted and approved 10th day of June, 2025 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-0029-25	RFP, BID, QUOTE OR RENEWAL #: 20250519-092137971	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$368,853.50
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$368,853.50
	CURRENT TERM TOTAL COST: \$368,853.50	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: ThinkGuard	VENDOR #:	DEPT: DuPage Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: BrittanyRademacher	VENDOR CONTACT PHONE: 15174200434	DEPT CONTACT PHONE #: 630-405-2071	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: brittany.rademacher@thinkgard.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
<p>DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Following this incident, we have found some shortcomings in our backup system. To provide the best possible service to the Sheriff's Office, we would like to have it managed and maintained by a service, so we won't encounter problems like we have in the past. Our multiple backup locations did help with this. Still, to maintain a well-dispatched backup poster, we would need personnel to monitor the backups and perform regular tests on them, or partner with a service. We want to partner with ThinkGuard for this service.</p> <p>We have approximately 50TB of data to back up and around 540 Office 365 users.</p> <p>This service will provide the Sheriff's Office Servers 1 year of backups, Off-site backups on the East and West coasts, 24/7/365 monitoring and support for backs, 1-2 annual disaster recovery testing, Works with the Sheriff's Office on the Disaster recovery plan, they can do it every 5 minutes, 24 hours. Office 365 is unlimited backup storage (OneDrive, email, Teams, SharePoint). This backup is performed three times a day, and the same level of monitoring and support is provided for servers. From start to finish, it is HIPAA and CJIS compliant.</p> <p>They are on the Interlocal Purchasing System (TIPS): https://www.tips-usa.com ThinkGard contract number: 220105</p>			
<p>JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished</p> <p>They are widely known in the government space and serve multiple local government agencies. We require a service to continuously monitor backups 24/7/365 and utilize their disaster recovery support as needed. They also collaborate with the Sheriff's Office to develop and test a disaster recovery plan annually.</p>			

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.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Their focus is on the government agency. They are part of GMIS, and multiple government agencies in the area use and they are on the TIPS contract.
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). If we use what we are using today we would need to hire more staff to be dedicated to monitoring, maintain, test backups.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION


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

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		Send Invoices To:	
Vendor: ThinkGuard	Vendor#:	Dept: DuPage County Sheriff's Office	Division: Civil Department
Attn: Brittany Rademacher	Email: brittany.rademacher@thinkgard.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 3000 Galleria Circle, Suite 1130	City: Hoover,	Address: 501 N County Farm RD	City: Wheaton
State: AL	Zip: 35244	State: IL	Zip: 60187
Phone: 15174200434	Fax:	Phone: 630-407-2122	Fax:
Send Payments To:		Ship to:	
Vendor: ThinkGuard	Vendor#:	Dept: DuPage County Sheriff's Office	Division: IT Department
Attn: Brittany Rademacher	Email: brittany.rademacher@thinkgard.com	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: 3000 Galleria Circle, Suite 1130	City: Hoover,	Address: 501 N County Farm RD	City: Wheaton
State: AL	Zip: 35244	State: IL	Zip: 60187
Phone: 15174200434	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 10, 2025	Contract End Date (PO25): 11/30/2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	7	EA		Backup and Recovery 24/7/365 service - Servers	FY25	1000	4404	53807		9,836.00	68,852.00
2	7	EA		Backup and Recovery 24/7/365 service - O365 (OneDrive,eMail,Sharepoint)	FY25	1000	4404	53807		1,578.50	11,049.50
3	1	EA		Office 365 Implementation Service	FY25	1000	4404	53807		250.00	250.00
4	1	EA		Server Implementation Services	FY25	1000	4404	53807		14,754.00	14,754.00
5	1	EA		Backup and Recovery 24/7/365 service - Servers	FY26	1000	4404	53807		118,032.00	118,032.00
6	1	EA		Backup and Recovery 24/7/365 service - O365 (OneDrive,eMail,Sharepoint)	FY26	1000	4404	53807		18,942.00	18,942.00
7	1	EA		Backup and Recovery 24/7/365 service - Servers	FY27	1000	4404	53807		118,032.00	118,032.00
8	1	EA		Backup and Recovery 24/7/365 service - O365 (OneDrive,eMail,Sharepoint)	FY27	1000	4404	53807		18,942.00	18,942.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 368,853.50

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



DuPage County Sheriff, IL - BDRaaS Co-Managed Solution & Services

Quote created: May 19, 2025 Reference: 20250519-092137971

DuPage County Sheriff, IL
501 N. County Farm Road
Wheaton, Illinois 60187
United States

Jason Snow
jason.snow@dupagesheriff.org
6304072072

Comments

This proposal for DuPage County Sheriff's Office includes pricing for ThinkGard's co-managed Business Continuity & Backup and Disaster Recovery as a Service (BC-BDRaaS) solution.

Billing Terms

June 2025 - November 2025: billed monthly at \$9,836.00

December 2025 - November 2026: billed annually at \$118,032.00

December 2026 - November 2027: billed annually at \$118,032.00

December 2027 - June 2028: the remaining pro-rated amount of contract

All applicable taxes will be assessed at time of billing.

The Interlocal Purchasing System (TIPS): <https://www.tips-usa.com>

ThinkGard contract number: 228405

Products & Services

Enterprise 48 TB Appliance

48TB Appliance

2 x ~~\$21,330.00~~
after 100% discount
\$0.00

- CPU Intel Xeon Gold x2 5220R (TOTAL 48c/96t, 2.2GHz)
 - RAM: 512GB (16x32GB) ECC
 - Array: 6x18TB SAS RAID 10
 - NICs: 2x 10G, 2x 1G
 - OS Drive: 2x m.2 240GB RAID 1
 - Performance Cache: 480GB SATA SSD
 - Chassis: 2U
-

DataGard TBR S5-48TB

DataGard S5-48TB Monthly Services

2 x \$4,918.00 / month
for 3 years

Services Included in Monthly Rate:

- 1 Year Time-Based Retention in US-based datacenters (TBR)
 - Bicoastal Data Center offsite replication locations
 - Ongoing daily monitoring and management of all backup appliances:
 - Customizable local backup schedules per server (from every 5 minutes to 24 hours)
 - Experienced Support team that checks on every appliance daily
 - Initial remediation of backup errors
 - Communication with client if assistance or intervention is needed for production servers
 - Monitor daily mini disaster recovery test via screenshot verifications
 - Telephone and email on-call service available 24/7/365
 - Facilitate test restorations per request with IT staff
 - Annual Disaster Recovery testing, including cloud testing, with a DR Plan deliverable
 - Full ThinkGard Support team assistance for any restoration event:
 - 24/7 assistance during all disaster events
 - Work with client to determine the most efficient of eight (8) restoration types available to provide business continuity
 - Server loss incident management: in the event an incident occurs, ThinkGard staff will assist the organization through restoration and recovery.
 - Mounting of backup points for simple file/volume recoveries
 - Local and/or cloud virtualization in the event of server(s) loss
 - Assist in verification of 'clean' servers in the case of a ransomware attack along with identifying and confirming the possible attack window
 - 30 days of offsite virtualization, after which a fee of \$200.00 per 24 hours will incur.
-

Implementation Services - Enterprise

1 x \$14,754.00

The one-time fee includes:

- Preconfigure appliance(s) networking to match client environment and provide documentation for firewall configuration to communicate to the offsite Data Centers
 - Two video conferences with ThinkGard Support (more as necessary):
 - Onboarding meetings will go through process of adding server backup jobs to appliance(s) as well as provide plan to get all servers backing up to appliance(s).
 - Post-Onboarding meeting will audit the appliance(s) to make sure everything has been added to the backup solution, as well as a walkthrough of the Disaster Recovery testing process. We will provide a link to schedule your DR Test with our staff at this time.
 - Assistance in onboarding client servers to the backup appliance(s)
 - Setup of backup job alerting and reporting
 - Monitoring of onboarded servers to configure individual server's screenshot verification
 - RoundTrip option to offsite large servers to the cloud Data Center (optional)
-
- Shipping cost of appliance(s) to client
-

Monthly subtotal	\$9,836.00
One-time subtotal	\$14,754.00
after \$42,660.00 discount	
Total	\$24,590.00

This quote expires on August 17, 2025

This Order is entered into as of May 19, 2025 between ThinkGard, LLC a Delaware corporation ("Company") and DuPage County Sheriff, IL ("Client")

Order Governed by the Master Agreement

This Order is part of, and incorporated into, the Master Agreement between DuPage County Sheriff, IL and ThinkGard, LLC and is subject to the terms and conditions of the agreement and any definitions contained in the Agreement. If any provision of this Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

Deliverables & Services

Services Onboarding

1. Company will leverage project manager to manage the following onboarding activities:
 1. Deployment & configuration of systems, detailed in this agreement, designed for best practice.
 2. Creation of agent and installation packages for client to deploy in production environment.

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
2. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
3. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

Assumptions

1. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
2. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.

Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client will be responsible for ensuring applicable agents and software are deployed to Client devices.

3. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
4. Third party tool licensing may be required for additional cost.

Invoicing

1. Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.
2. Upon execution of an Order, Company shall invoice Client for all non-recurring charges due for Company to commence Services, including any onboarding fees. Upon activation of the Services, billing shall commence, and Company shall invoice Client for monthly recurring charges in advance of providing managed services. If the Order start date does not fall on the first calendar day of a month, Company shall calculate the first month's Services on a prorated basis.
3. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.
4. Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.
5. The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.
6. Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.
7. At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.
8. In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.
9. Additional services may be added at any time during the life of this Order at the unit price listed above.

Signature

Choose a profile to start the e-signature process.

Jason Snow

jason.snow@dupagesheriff.org

Nolan Griffin

nolan@thinkgard.com

Questions? Contact me



Brittany Rademacher

Account Executive

brittany.rademacher@thinkgard.com

+15174200434

ThinkGard

3000 Galleria Circle, Suite 1130

Hoover, AL 35244

United States



DuPage County Sheriff, IL - 0365

SaaS ICR | 501-550 Users

Quote created: May 20, 2025 | Reference: 20250520-095347317

DuPage County Sheriff, IL
501 N. County Farm Road
Wheaton, Illinois 60187
United States

Jason Snow
jason.snow@dupagesheriff.org
630.407.2072

Comments

This proposal for DuPage County Sheriff's Office includes pricing for ThinkGard's co-managed Office 365 Backup and Disaster Recovery as a Service (BDRaaS) solution.

Billing Terms

June 2025 - November 2025: billed monthly at \$1,578.50

December 2025 - November 2026: billed annually at \$18,942.00

December 2026 - November 2027: billed annually at \$18,942.00

December 2027 - June 2028: the remaining pro-rated amount of contract.

All applicable taxes will be assessed at time of billing.

The Interlocal Purchasing System (TIPS): <https://www.tips-usa.com>

ThinkGard contract number: 226105

Products & Services

Microsoft 365 SaaS Protection ICR | 501-550 Users

1 x \$1,578.50 / month
for 3 years

Services include:

- Store an unlimited amount of data in the Datto Cloud.
- 3x daily point in time backup for Microsoft 365's Exchange, OneDrive, Teams and SharePoint
- Perform manual backups, as needed, at any time.
- Restore individual files or groups of files back into a user's account or export them directly to a machine.
- Preview backups by user, item and point in time snapshot.
- Comprehensive search across all M365 content.
- Security controls that include compliance with SOC 2 Type II and the ability to meet HIPAA compliance needs.
- ThinkGard manages and monitor backup data multiple times each day.

Implementation Services - SaaS Protection

1 x \$250.00

Deployment and optimization of entire solution.

Monthly subtotal	\$1,578.50
One-time subtotal	\$250.00
Total	\$1,828.50

This quote expires on August 18, 2025

This Order is entered into as of May 20, 2025 between ThinkGard, LLC a Delaware corporation ("Company") and DuPage County Sheriff, IL ("Client")

Order Governed by the Master Agreement

This Order is part of, and incorporated into, the Master Agreement between DuPage County Sheriff, IL and ThinkGard, LLC and is subject to the terms and conditions of the agreement and any definitions contained in the Agreement. If any provision of this Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

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1. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
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3. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

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4. Third party tool licensing may be required for additional cost.

Invoicing

1. Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.
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4. Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.
5. The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.
6. Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.
7. At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.
8. In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.
9. Additional services may be added at any time during the life of this Order at the unit price listed above.

Signature

Choose a profile to start the e-signature process.

Jason Snow

jason.snow@dupagesheriff.org

Nolan Griffin

nolan@thinkgard.com

Questions? Contact me



Brittany Rademacher

Account Executive

brittany.rademacher@thinkgard.com

+15174200434

ThinkGard

3000 Galleria Circle, Suite 1130

Hoover, AL 35244

United States

The Interlocal Purchasing System

Purchasing Made Personal



Printed 23 May 2025



www.thinkgard.com

ThinkGard LLC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	3000 Galleria Circle, SUITE	NAME Charlie Martin
CITY	Hoover	PHONE (866) 839-8477
STATE	AL	FAX (866) 839-8472
ZIP	35244	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT |
NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

ThinkGard was founded in 2013 to specialize in Backup and Disaster Recovery specifically for clients in the public sector. Since that time, we've built a strong reputation for helping to protect our clients from any number of different disaster situations that might arise (fire, flood, tornado, hurricane or cyber security event / ransomware). Our solution is flat rate so it is easy to budget for and we do everything we can to ensure you have restful nights and warm fuzzy feelings.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
220105	Technology Solutions Products and Services	05/31/2027	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

220105

Kevin Fuller President (205) 910-1868 kevin@thinkgard.com



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	ThinkGard, a Division of VC3, Inc.
CONTACT PERSON:	Nolan Griffin
CONTACT EMAIL:	Nolan@thinkgard.com

Section II: Procurement Ordinance Requirements

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 the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

- ☐ Yes
☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

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

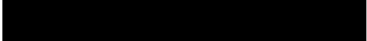
The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Nolan Griffin

Signature: 

Title: Regional Vice President of Sales

Date: 5/27/25



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

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

File #: JPS-P-0025-25

Agenda Date: 6/3/2025

Agenda #: 17.B.

AWARDING RESOLUTION ISSUED TO
TRINITY SERVICES GROUP, INC.
TO PROVIDE MEAL SERVICE TO INMATES AND OFFICERS
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$1,526,156.25)

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 Trinity Services Group, Inc., to provide meal service to inmates and officers, for the period of June 1, 2025 through May 31, 2026, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide meal service to inmates and officers, for the period of June 1, 2025 through May 31, 2026 for the Sheriff's Office per 23-026-SHF, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Trinity Services Group, Inc., 1260 Andes Blvd., St. Louis, MO 63132, for a contract total amount of \$1,526,156.25.

Enacted and approved this 10th day of June, 2025 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-0025-25	RFP, BID, QUOTE OR RENEWAL #: 23-026-SHF	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$1,225,031.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$5,196,249.25
	CURRENT TERM TOTAL COST: \$1,526,156.25	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		Department Information	
VENDOR: TRINITY SERVICES GROUP INC.	VENDOR #: 30797	DEPT: Sheriff's Office	DEPT CONTACT NAME: Commander John Putnam
VENDOR CONTACT: MARK HORNEFFER	VENDOR CONTACT PHONE: 520-904-4048	DEPT CONTACT PHONE #: x2050	DEPT CONTACT EMAIL: john.putnam@dupatesheriff.org
VENDOR CONTACT EMAIL: mark.horneffer@trinityservicesgroup.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.). The Sheriff's Office solicited bidders for Food Service for DuPage County Jail per RFP# 23-026-SHF.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Sheriff's Office requirement to provide meal service to detainees at the DuPage County Correctional Center 3x a day.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. RFP - 23-026-SHF.
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) Approve the contract that has been approved. 2) Re-bid food service and risk non-service due to contract date.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Trinity Services Group Inc.	Vendor#: 30797	Dept: Sheriff's Office	Division: Budget Support
Attn: Jacque Woosley	Email: jacque.woosley@trinityservicesgroup.com	Attn: Colleen Zbiliski	Email: colleen.zbiliski@dupagesheriff.org
Address: 1260 Andes Blvd.	City: St. Louis	Address: 501 N. County Farm Road	City: Wheaton
State: MO	Zip: 63132	State: IL	Zip: 60187
Phone: 636.399.4406	Fax:	Phone: x2212	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Trinity Services Group, Inc.	Vendor#: 30797	Dept: Sheriff's	Division: Corrections
Attn:	Email:	Attn: Commander John Putnam	Email: john.putnam@dupagesheriff.org
Address: 62836 Collection Center Drive	City: Chicago	Address: 501 N. County Farm Road	City:
State: IL	Zip: 60693	State: IL	Zip: 60187
Phone: 636.399.4406	Fax:	Phone: x2050	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 1, 2025	Contract End Date (PO25): 05/31/2026

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		Food service for jail from 6/1/2025 - 11/30/2025	FY25	1000	4410	52210		763,078.12	763,078.12
2	1	EA		Food service for jail from 12/1/2025 - 5/31/2026	FY26	1000	4410	52210		763,078.12	763,078.12
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 1,526,156.24

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



Price Proposal

Food Service for DuPage County Jail

23-026_SHF

March 29, 2023

OPTION 1**SECTION 8 - BID FORM PRICING**

The daily population of 550 inmates is a canvassing amount only. The jail population may vary from day to day. This price includes all meals, including those for dietary restrictions and for staff meals (approx. 30 staff meals per week.)

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Annual Meal Service (625 x 3 x 365)	Meal	684,375	\$ \$1.790	\$ \$1,225,031
GRAND TOTAL					\$ \$1,225,031
GRAND TOTAL (In words) One million, two hundred and twenty-five thousand, thirty-one					

ALTERNATIVE BID PRICING – OPTION 2
REPLACE MILK WITH DAIRY DRINK

Trinity has provided an alternative pricing option for DuPage County in response to RFP Addendum 1, Question 16. Our main proposed menu includes 1% milk served at breakfast, 7 days per week. We have enclosed the nutritional comparison to offer dairy drink in place of milk and the lower proposed price per meal if DuPage were interested in this option.

Milk

Nutrition Information	
1 Servings per container	
Serving Size	1 Each (244g)
Amount Per Serving	
Calories	100
% Daily Value*	
Total Fat 2.5g	4%
Saturated Fat 1.5g	7%
Cholesterol 10mg	4%
Sodium 95mg	4%
Total Carbohydrate 13g	4%
Protein 8g	
Calcium 307mg	30%
Iron 0mg	0%

Dairy Drink PC

Nutrition Information	
1 Servings per container	
Serving Size	1 Each (22g)
Amount Per Serving	
Calories	100
% Daily Value*	
Total Fat 4g	6%
Saturated Fat 1g	4%
Cholesterol 0mg	0%
Sodium 70mg	3%
Total Carbohydrate 15g	5%
Protein 2g	
Calcium 348mg	35%
Iron NA	%

ALTERNATIVE BID PRICING – REPLACE MILK WITH DAIRY DRINK

The daily population of 550 inmates is a canvassing amount only. The jail population may vary from day to day. This price includes all meals, including those for dietary restrictions and for staff meals (approx. 30 staff meals per week.)

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Annual Meal Service (625 x 3 x 365)	Meal	684,375	\$ \$1.757	\$ \$1,202,447
GRAND TOTAL					\$ \$1,202,447
GRAND TOTAL (In words) One million, two hundred and two thousand, four hundred and forty seven					



\$1.76 is firm, regardless of Trinity Take-Out participation levels. Trinity would be able to issue the Trinity Take Out commission in the form a monthly check to the DuPage Sheriff's Office, to be deposited into the Inmate Welfare Fund. The County would be able to switch from Option 1 to TTO Option 3 at any time during the contract.

ALTERNATIVE BID PRICING – OPTION 3 & OPTION 4 IMPLEMENTATION of TRINITY TAKE OUT PROGRAM

Trinity Take-Out

As a value add, Trinity Services Group is interested in implementing our “Trinity Take-Out (TTO)” program. This ala carte ordering program was designed specifically for the purpose of inmate behavior management and is detailed in the technical proposal. This program generates revenue that has been used to further reduce the price per meal offered (presented in the example below). In addition, Trinity is offering DuPage County a 15% commission on all TTO sales.

ALTERNATIVE BID PRICING – PROPOSED BID MENU WITH MILK & TRINITY TAKE OUT (OPTION 3)

The daily population of 550 inmates is a canvassing amount only. The jail population may vary from day to day. This price includes all meals, including those for dietary restrictions and for staff meals (approx. 30 staff meals per week.)

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Annual Meal Service (625 x 3 x 365)	Meal	684,375	\$ \$1.760	\$ \$1,204,500
GRAND TOTAL					\$ \$1,204,500
GRAND TOTAL (In words) One million, two hundred and four thousand, five hundred					

ALTERNATIVE BID PRICING – REPLACE MILK WITH DAIRY DRINK & TRINITY TAKE OUT (OPTION 4)

The daily population of 550 inmates is a canvassing amount only. The jail population may vary from day to day. This price includes all meals, including those for dietary restrictions and for staff meals (approx. 30 staff meals per week.)

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Annual Meal Service (625 x 3 x 365)	Meal	684,375	\$ \$1.727	\$ \$1,181,916
GRAND TOTAL					\$ \$1,181,916
GRAND TOTAL (In words) One million, one hundred and eighty one thousand, nine hundred and sixteen					



Financial Considerations

If awarded a contract, Trinity Services Group would like to discuss and negotiate the following financial considerations.

1. Meal prices shall be adjusted annually, effective on the anniversary date of the contract, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract anniversary date and shall be communicated to the Client not less than ten (10) days prior to the effective date of the new prices.
2. In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any “living wage”, “prevailing wage” or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity’s control, including, but not limited to menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity’s control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.





The County of DuPage
Finance Department
Procurement Division, Room 3-400
421 North County Farm Road
Wheaton, Illinois 60187

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Trinity Services Group, Inc., located at 477 Commerce Blvd., Oldsmar, FL 34677, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-026-SHF which became effective on 6/1/2023 and which will expire 5/31/2025. The contract is subject to the second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 5/31/2026.

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

THE COUNTY OF DUPAGE

SIGNATURE

Valerie Calvente

PRINTED NAME

Chief Procurement Officer

PRINTED TITLE

DATE

CONTRACTOR



SIGNATURE

James M. Perry

PRINTED NAME

Senior Vice President

PRINTED TITLE

5/16/2025

DATE

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Trinity Services Group, Inc.
Main Business Address	477 Commerce Blvd.
City, State, Zip Code	Oldsmar, FL 34677
Telephone Number	636-399-4406
Fax Number	
Proposal Contact Person	Jacque Woosley
Email Address	jacque.woosley@trinityservicesgroup.com

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor
 ☐ a Member of the Partnership
 ☒ an Officer of the Corporation
 ☐ a Member of the Joint Venture

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

Gary Snyder, CEO

(President or Partner)

James M. Perry, Senior VP Sales

(Vice-President or Partner)

Alex Lee, Secretary

(Secretary or Partner)

Steve Palmer, CFO

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. #1, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

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

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

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

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

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

PROPOSAL AWARD CRITERIA

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

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

X

(Signature and Title)

James M. Perry, Senior Vice President, Sales

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 10th day of March AD, 2023

My Commission Expires: 6/3/2026

(Notary Public)

HOLLY MARIE KARLESKINT
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for St. Louis County
My Commission Expires 6/3/2026
Commission # 18241512



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	23-026-SHF
COMPANY NAME:	Trinity Services Group, Inc.
CONTACT PERSON:	James M. Perry
CONTACT EMAIL:	JiPerry@keefegroup.com

Section II: Procurement Ordinance Requirements

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 the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

- ☐ Yes
☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

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

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: James M. Perry

Signature: 

Title: Senior Vice President

Date: 5/16/2025



Judicial/Public Safety Resolution

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

File #: JPS-R-0007-25

Agenda Date: 6/3/2025

Agenda #: 17.A.

AMENDMENT TO RESOLUTION JPS-P-0025-25
ISSUED TO TRINITY SERVICES GROUP, INC.
TO PROVIDE FOOD SERVICE FOR THE DUPAGE COUNTY JAIL,
FOR THE SHERIFF'S OFFICE
(THE CONTRACTED RATE IS INCREASING FROM
\$2.23/MEAL DELIVERED TO \$2.32/MEAL, RESULTING IN AN INCREASE OF 3.8%.)

WHEREAS, on June 10, 2025, through Resolution JPS-P-0025-25, the DuPage County Board approved a renewed contact to provide food service for the DuPage County Jail (hereinafter the "CONTRACT") between the County of DuPage (hereinafter the "COUNTY") and Trinity Services Group, Inc. (hereinafter "THE CONTRACTOR") and

WHEREAS, the current cost of the CONTRACT, by and through the Sheriff's Office, is \$1,526,156.25; and

WHEREAS, after consultation with CONTRACTOR, the COUNTY and CONTRACTOR seek to apply a one-time price increase of the contracted rate from \$2.23/meal delivered to \$2.32/meal delivered, resulting in a new total CONTRACT value of \$1,587,750.00; and

WHEREAS, the Judicial and Public Safety Committee recommends approving the expansion of the scope of the CONTRACT for a one-time price increase of the contracted rate from \$2.23/meal delivered to \$2.32/meal delivered; and

WHEREAS, all other provisions of the CONTRACT not expressly changed in the Amendment shall remain the same in their entirety.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopts and approves this Amendment to Resolution JPS-P-0025-25, issued to Trinity Services Group, Inc., to apply a one-time price increase of the contracted rate from \$2.23/meal delivered to \$2.32/meal delivered, resulting in a total amended contract value of \$1,587,750; and

BE IT FURTHER RESOLVED that one (1) original copy of this Amendment be transmitted to Trinity Services Group, Inc. at 477 Commerce Blvd., Oldsmar, FL 34677, by and through the Sheriff's Office.

Enacted and approved this 10th day of June, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

FINANCE DEPARTMENT

630-407-6100

www.dupagecounty.gov/finance

CONTRACT AMENDMENT

DuPage County - Procurement Division

Contract Number: 23-026-SHF

Contract Amendment No. 1

Effective June 1, 2025

This Contract is Amended to include the following specifications:

Contract Number: 23-026-SHF

Food Service for DuPage County Jail

- 1) Food Service, as set forth in Exhibit A, attached hereto.
- 2) One-time price increase of \$2.32, as specified in Exhibit A, attached hereto.

All other provisions of the contract not expressly changed herein shall remain the same in their entirety.

The parties represent and warrant to each other that each party has full power, authority, and legal right to execute, deliver and perform this Amendment and the execution, delivery & performance hereof have been duly authorized by all necessary actions.

IN WITNESS, WHEREOF the undersigned duly authorized representative of the parties has executed this Amendment as of the date below written.

THE COUNTY OF DUPAGE, ILLINOIS

By: _____

SIGNATURE

Valerie Calvente

PRINTED NAME

Chief Procurement Officer

PRINTED TITLE

DATE

TRINITY SERVICES GROUP, INC.

By: _____

SIGNATURE

James M. Perry

PRINTED NAME

Senior Vice President

PRINTED TITLE

5/16/2025

DATE



Confirmation Copy

April 22, 2025

Chief Procurement Officer
421 N. County Farm Road
Wheaton, IL 60187

Re: Price Increase

Dear Commissioner:

It is an honor and a privilege to provide food services for DuPage County. Pursuant to the parties' agreement, meal prices shall be adjusted annually, effective on the anniversary date of each contract year, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. I am enclosing a copy of the relevant CPI table from the Bureau of Labor Statistics and as you will see, the index increased by 3.8%. The new meal price will be \$2.32 effective June 1, 2025.

Please acknowledge receipt of this notice of adjusting the meal prices as stated herein, by countersigning the enclosed confirmation copy of this letter and returning it to our office.

Trinity sincerely appreciates the opportunity to serve you and your team at DuPage County. Thank you for your business. We always strive to exceed our client's expectations and I urge you to call me if you ever have any questions or concerns regarding the food services we provide.

Very truly yours,

Mark Horneffer
Trinity Services Group
District Manager
520-904-4048

Approved:

Date: _____



Finance Resolution

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

File #: FI-R-0097-25

Agenda Date: 6/3/2025

Agenda #: 10.E.

ACCEPTANCE AND APPROPRIATION OF THE
TITLE IV-D GRANT SFY 25-27
INTERGOVERNMENTAL AGREEMENT NO. 2026-55-013-IGA
COMPANY 5000 - ACCOUNTING UNIT 6570
\$1,629,842

WHEREAS, the County of DuPage, through the DuPage County State's Attorney's Office, has been notified by the Illinois Department of Healthcare and Family Services that grant funds in the amount of \$1,629,842 (ONE MILLION, SIX HUNDRED TWENTY-NINE THOUSAND, EIGHT HUNDRED AND FORTY-TWO AND NO/100 DOLLARS) payable as follows: SFY26-\$798,942 and SFY27-\$830,900 are available to be used for the express purpose of the Title IV-D child support enforcement efforts; and

WHEREAS, to receive said funding, the DuPage County State's Attorney must enter into Intergovernmental Agreement No. 2026-55-013-IGA with the Illinois Department of Healthcare and Family services, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment 1); and

WHEREAS, the term of the Intergovernmental Agreement is from July 1, 2025, through June 30, 2027; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement No. 2026-55-013-IGA between DuPage County and the Illinois Department of Healthcare and Family Services is hereby accepted; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this Resolution, with copies of said INTERGOVERNMENTAL AGREEMENT, to the Illinois Department of Healthcare and Family Services, Child Support Services, Christine Towles, 115 S. LaSalle Street, 18th Floor, Chicago, IL 60603.

Enacted and approved this 10th day of June, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

State of Illinois
Intergovernmental Agreement
between the
Illinois Department of Healthcare and Family Services
and the
DuPage County State's Attorney
Agreement No. 2026-55-013-B

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the **Illinois Department of Healthcare and Family Services** (hereinafter referred to as Department), and **DuPage County State's Attorney** (hereinafter referred to as Contractor), in consideration of the mutual covenants contained herein, agree as follows:

WHEREAS, the Department administers the Child Support Enforcement program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) ("Child Support Enforcement"); and

WHEREAS, the Department seeks legal services; and

WHEREAS, the Contractor desires to provide these services under the terms and conditions of this Agreement;

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

ARTICLE 1 — DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

- 1.1 "Child Support Services" means the program administered by the Department under Article X of the Illinois Public Aid Code 305 ILCS 5/10-1 *et seq.*
- 1.2 The term "IV-D" refers to the Child Support Services set forth in 89 Illinois Administrative Code 160.10 established in compliance with Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*).
- 1.3 The term "IV-D matter" is defined and it includes all administrative and judicial proceedings involved in the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations on behalf of IV-D clients. This Agreement applies to judicial proceedings IV-D matters only unless otherwise specifically provided.
- 1.4 The term "non-IV-D" is defined as that which pertains to any support matter other than IV-D as defined in Sections 1.2 and 1.3.
- 1.5 The term "TANF" is defined as Temporary Assistance to Needy Families.
- 1.6 The term "KIDS" is defined as the Department's child support enforcement computer system (Key Information Delivery System).
- 1.7 The term "ALN" is defined as the Assistance Listing Number. Child Support Services' ALN Number is 93.563.

ARTICLE 2 — TERM AND SCOPE

- 2.1 **Term.** The term of this Agreement shall be from July 1, 2025, through June 30, 2027, unless the Agreement is otherwise terminated as set forth herein.
- 2.2 **Renewal.** This Agreement is not subject to renewal.
- 2.3 **Entirety of Agreement.** The terms and conditions of this Agreement along with applicable Department Administrative Rules and any documents expressly incorporated herein shall constitute the entire present agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

ARTICLE 3 — TERMINATION OF AGREEMENT

- 3.1 Availability of Appropriations; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. The Department and/or the DuPage County State's Attorney may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the Department, or sufficient Federal funds have not been made available to the Department by the Federal funding source, (ii) the Governor or the Department reserves appropriated funds, or (iii) the Governor or the Department determines that appropriated or Federal funds may not be available for payment or (iv) sufficient DuPage County funds have not been appropriated to the State's Attorney's Office. The Department shall provide notice, in writing, to Contractor of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon Contractor's receipt of notice.
- 3.2 Termination Without Cause.** Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the Department upon thirty (30) days' written notice to Contractor. If the Department elects to terminate, Contractor shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.
- 3.3 Termination For Cause.** In the event of Contractor's or the Department's failure to comply with a term of this Agreement, either party may provide written notice to the other of the breach. If such breach is not cured to the satisfaction of the non-breaching party within sixty (60) days after such written notice, or within such time as reasonably determined by either party and specified in the notice, the non-breaching party may proceed to termination by serving a written notice of termination upon the breaching party, which shall immediately terminate this Agreement.
- 3.4 Notice of Change in Circumstances.** In the event Contractor becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Contractor's ability to perform under this Agreement, Contractor will immediately notify the Department in writing.
- 3.5 Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6 Inability to Perform.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 3.7 Transition Plan.** In the event of a termination, the Contractor, the Department and the Office of the Illinois Attorney General will cooperate to create and implement a plan, including cost, to transition the child support enforcement services.
- 3.8 Other Termination Rights.** This Agreement may be terminated upon written notice by either party in the event of the following.
- 3.8.1** Failure of either party to maintain the representations, warranties and certifications set forth in this Agreement.
 - 3.8.2** Any case or proceeding is commenced by or against Contractor seeking a decree or order with respect to the other party under the United States Bankruptcy Code or any other applicable bankruptcy or other similar law, including, without limitation, laws governing liquidation and receivership, and such proceeding is not dismissed within ninety (90) days after its commencement.
 - 3.8.3** Material misrepresentation or falsification of any information provided by either party in the course of dealings between the parties.
 - 3.8.4** Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

ARTICLE 4 — AGREEMENT MANAGEMENT AND NOTICES

- 4.1 Agreement Management.** The Department shall designate an Agreement Manager who will facilitate communication between Contractor and various administrative units within the Department. All communications from Contractor to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the

address and telephone number set forth herein. Nothing in this section shall be construed to prevent the Department's counsel from contacting Contractor or Contractor's counsel.

- 4.2 Notices.** All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below, or (v) electronic mail to the e-mail address set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, telephone, telefacsimile number, or e-mail address.

To Contractor: Robert Berlin
DuPage County States Attorney
503 N. County Farm Road
Wheaton, IL 60187
Telephone: 630-407-8200
Fax: 630-407-8201
Email: states.attorney@dupagecounty.gov

To Department: Illinois Department of Healthcare and Family Services
Child Support Services
Christine Towles
115 S LaSalle Street, 18th Floor
Chicago, IL 60603
Telephone: 630-743-9340
Email: Christine.Towles@illinois.gov

ARTICLE 5— RIGHTS AND RESPONSIBILITIES

5.1 Contractor's Performance of Services and Duties.

- 5.1.1** Contractor shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies and procedures including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. Contractor shall be provided access of such policies, procedures and policy changes.
- 5.1.2** Contractor shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be employed. In the event that the Department determines that any individual performing services for Contractor hereunder is not providing such skilled services, the Department shall promptly so notify Contractor and Contractor shall replace that individual.
- 5.1.3** Contractor shall accept for handling all IV-D matters, as defined in Section 5.3 of this Agreement and to perform and comply with the duties set forth in the Appendices, attached hereto and made a part hereof.
- 5.1.4** Contractor and the Department shall provide initial and ongoing training to newly assigned and existing Contractor staff necessary to carry out the responsibilities of this Agreement, including, but not limited to IV-D policy and procedure, Key Information Delivery System (KIDS), or any successor system, statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties. As the Department transitions to its new statewide automated child support system, the contractor shall utilize this system to: (1) perform the services and duties as outlined in this IGA; and (2) adapt and modify their work processes and procedures to comply with the new system requirements.
- 5.1.5** Contractor shall maintain and provide to the Department and the Office of the Illinois Attorney General a copy of the Contractor's policy and procedure manual, if any, covering all IV-D activities and functions. Updates, corrections or changes affecting IV-D procedure will be submitted to the Department five (5) business days prior to their occurrence.

- 5.1.6** Contractor shall submit any reports required by the Department, the format and content of which shall be as specified by the Department after consultation with contractor, and any report required by the Federal Office of Child Support Services.
- 5.1.7** Contractor shall report to the Department, within five (5) business days any information obtained which may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D services.
- 5.1.8** Contractor and the attorneys it employs shall represent the Department exclusively when handling any case referrals made by the Department under this Agreement. Contractor and the attorneys it employs do not represent the custodial parent, non-custodial parent or any party to the action other than the Department. If Contractor's Office determines that there is an ethical bar to handling a legal action referral (LAR), it shall appoint or ask the court to appoint a Special Assistant State's Attorney for the purpose of representing the Department on said referral. If the State's Attorney in his or her private practice, has previously represented one of the parties in the matter referred to the State's Attorney's Office, the State's Attorney's may forward the referral to the Attorney General's Office for the purpose of representing the Department on said referral.
- 5.1.9** Contractor understands that the Attorney General is the legal representative for the Department with regard to all appellate proceedings involving Title IV-D cases. The contractor shall work with the Department and the Attorney General's Office to address and prepare cases for appeal where the decisions rendered by judiciary create disparity of treatment afforded to IV-D Client, inconsistent with State Law and State policies and procedures, Federal law and regulations, and case law.
- 5.1.10** Contractor shall prohibit attorneys employed by Contractor's Office in a full or part-time capacity from accepting any private employment or legal work or from providing any legal advice to any person or entity that would present a conflict of interest or the appearance of a conflict of interest for Contractor's Office, or the attorney personally, in connection with Contractor's representation of the Department under the terms of this Agreement.

5.2 Consultation and Performance Reviews.

- 5.2.1** Contractor shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.
- 5.2.2** Contractor will be monitored by the Division of Child Support Services. If the Department determines that the Contractor's attempt to comply with one or more provisions of this Agreement is unacceptable, Contractor will develop and submit to the Agreement Manager or the Agreement Manager's designee a written plan for corrective action by mutual agreement with the Department. A corrective action plan must detail the steps to be taken to bring provision(s) into compliance and an estimate as to when compliance will be achieved. Within thirty (30) calendar days after receipt of the Department's request for a corrective action plan, Contractor shall provide a written plan to the Department. If a written corrective action plan is not received within the thirty (30) calendar day period, the Department may withhold funding. Contractor agrees to take all prescribed steps and actions to comply with the requirements of any corrective action plan agreed upon by the parties.
- 5.2.3** The Department may conduct a post-performance review of Contractor's performance under the Agreement. Contractor shall cooperate with the Department in this review, which may require Contractor to provide records of Contractor's performance, including expense information, as set forth in Section 7.4.2.

5.3 Contractor's Duties. The Contractor shall:

- 5.3.1** Act upon each referral for legal action within thirty (30) calendar days after receipt, by filing, advancing, or rejecting with cause, each child support case referred to the Contractor, consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of the Circuit Court of DuPage, Illinois.
- 5.3.2** Cause or request summons, alias summons, and petitions, to be prepared and filed with the Circuit Clerk within thirty (30) calendar days after the Contractor's receipt of written notice of location of absent parent by the Department and enter all court dates into KIDS, or any successor system.
- 5.3.3** Record in KIDS, or any successor system, the successful and unsuccessful attempts to serve process within five (5) business days of receiving results of attempts.

- 5.3.4** Within five (5) business days after determining the whereabouts of the absent parent is unknown change status of current address in KIDS, or any successor system, to previous.
- 5.3.5** Within ninety (90) calendar days after receipt of referral by the Department for the establishment of a support order, either
- a.** establish an order for support regardless of whether parentage has been established on cases referred by the Department to the Contractor, or
 - b.** effect service of process necessary to commence proceedings to establish support and, if necessary, parentage (or document unsuccessful service of process, in accordance with the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm. Code 160.85 by retaining a copy of the return of service in the case file).

Contractor will also ensure that any deviation from guidelines is noted and explained on the order, and that the amount that would have been ordered under the guidelines is shown. Contractor shall follow state presumptive guidelines on parentage cases. In all parentage cases, support will be calculated from the date the respondent was served with the complaint. Retroactive support will be requested, consistent with State law and Department rules. Temporary support will be requested until a permanent support order is entered, consistent with State law.

- 5.3.6** Complete actions to establish an order for support regardless of whether parentage has been established from the date of service of process within the following time frames:
- a.** 75 percent in six (6) months; and
 - b.** 90 percent in twelve (12) months.
- 5.3.7** Seek medical insurance coverage for each minor child or each special need child. Medical insurance coverage must be addressed in all support orders.
- 5.3.8** Seek entry of orders that provide for immediate income withholding.
- 5.3.9** Unless time limitations are caused by events outside the control of the Contractor, notify the Department at least thirty (30) calendar days in advance of the court date, of the need for Department services, including but not limited to, initial or updated arrearage calculations.
- 5.3.10** Ensure that orders are accurate and complete and submitted to the Clerk of the Circuit Court after the end of each court session.
- 5.3.11** Seek from each non-custodial parent appearing in court his or her Social Security Number, source and the amount of income, home address and employer address. Record any informational additions or changes on the order or data sheet, for data entry into KIDS, or any successor system.
- 5.3.12** Record in KIDS, or any successor system, within five (5) business days after a client fails to cooperate in court or fails to keep a scheduled appointment with a member of the Contractor's Office necessary to proceed with the case and subsequent cooperation with the Contractor in the above. Contractor will ensure all instances of client non-cooperation and cooperation are addressed in the relevant court order.
- 5.3.13** Provide to the Department a copy of all orders, including the Uniform Order of Support, and related data sheets within five (5) business days after the legal action.
- 5.3.14** Provide to the Department information on a client that the Contractor suspects is receiving TANF illegally.
- 5.3.15** Not compromise a debt owed to the Department by agreeing to the reduction of arrearage owed to the Department without the Department's expressed prior approval. Doing so shall result in a reduction of funds payable to the Contractor equal to the amount of the reduction of the debt. If the Contractor relies upon the Department calculations when providing arrearage figures to the court, the Department will not be entitled to liquidated damages. At no time will the Contractor agree to entry of an order excluding use of an Offset Program.
- 5.3.16** Not enter into or agree to the settlement of a pending action in an IV-D case to adjudicate parentage where such settlement contains the exchange of a finding of parentage for a duty of support.

- 5.3.17 Immediately upon becoming aware that a case decision may be appealed by the responding party, or that an adverse case decision is a likely candidate for appeal by the Department, the Contractor shall provide the Department with the notice of appeal or copy of the adverse case decision and all supporting documentation in the format prescribed by the Department to:

Illinois Department of Healthcare
and Family Services
Office of General Counsel
401 S. Clinton Street, 6th Fl.
Chicago, Illinois 60607

Illinois Department of Healthcare
and Family Services
Child Support Services
Christine Towles
115 S LaSalle Street, 18th Floor
Chicago, IL 60603

Office of the Illinois Attorney General
Public Aid Bureau
500 S. 2nd Street
Springfield, Illinois 62706

- 5.3.18 Provide to the Department's IV-D Judicial Legal Liaison copies of orders where the Court has directed the Department to take a specific action within five (5) business days after entry of order.
- 5.3.19 When requested to do so by the Department, file appropriate post hearing motions in the trial court in connection with adverse case decisions.
- 5.3.20 Cause all Payment Patch Change Notices referred by the Department to be filed within 14 days with the Clerk of the Circuit Court and enter the data into KIDS, or any successor system.
- 5.3.21 Record in KIDS, or any successor system, the information required for production of complete and accurate KIDS, or any successor system, generated monthly activity reports as stipulated in the training in the manual provided by the Department for KIDS, or any successor system, data entry.
- 5.3.22 Keep the Department informed of Contractor staff assignments as they relate to this Agreement by notifying the Contract Manager.
- 5.3.23 Respond to status requests and inquiries from the Department within five (5) business days after the request or inquiry.
- 5.3.24 Correct technical non-substantive errors on rejected orders within two (2) weeks after being notified of the error, and file motions to correct substantive errors such that the errors are corrected within sixty (60) calendar days after being notified of the error. However, if the order was prepared pro se, by a private attorney, or by "Friend of the Court" on behalf of an NA client, the requirement to correct within deadlines specified do not take effect until the client accepts the State's Attorney's appearance in the NA case.
- 5.3.25 Seek an order for Court Monitored Job Search for unemployed but employable non-custodial parents, pursuant to the policy and procedures in effect for these programs.
- 5.3.26 Seek orders specifying the amount of arrearage owed and oppose entry of orders containing language departing from federally required distribution of child support payments. All child support orders entered must be made payable to the State Disbursement Unit.
- 5.3.27 **Federal Tax Information.** In performance of this agreement, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:
- All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
 - Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
 - All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing, and will be disposed of in a manner that renders the information unreadable or unusable, such as shredding to 5/16-inch-wide or smaller strips. In addition, all related output and products will be given the same level of protection as required for the source material.
 - No work involving returns and return information furnished under this contract will be subcontracted

without prior written approval of the IRS.

- e. The Contractor will maintain a list of employees authorized access. Such list will be provided to the Department and, upon request, to the IRS reviewing office.
- f. The Department will have the right to void the contract if the Contractor fails to provide the safeguards described above.

5.4 Department's Duties. The Department shall:

- 5.4.1 Refer or cause to be referred to Contractor IV-D matters involving the establishment of parentage and the establishment, modification, enforcement and collection of child support obligations.
- 5.4.2 Inform Contractor of changes and amendments to Federal and State laws, rules, regulations, policy and procedures affecting the handling of IV-D cases by Contractor within five (5) business days after receiving said changes and amendments.
- 5.4.3 Provide assistance to Contractor in the preparation of pleadings, including a determination of arrearages owed, as reflected in Department, State Disbursement Unit and court payment records.
- 5.4.4 Review all cases referred to Contractor to ensure that information is both pertinent and accurate and that documents are complete.
- 5.4.5 Make available to Contractor the services of its State Parent Locator Service.
- 5.4.6 Provide access to IV-D case records of the Department for use by Contractor in performing its duties under this Agreement.
- 5.4.7 Inform Contractor, within time periods required by Federal regulations or Department policy, of any change in the status or composition of an IV-D case which would affect handling of the case by Contractor.
- 5.4.8 Monitor on a monthly basis Contractor's performance of and compliance with the duties undertaken in this Agreement.
- 5.4.9 Provide training to Department or Contractor staff on specific issues of mutual concern.
- 5.4.10 Furnish, at the request of Contractor, available assistance, information and documents needed by Contractor in order to verify payments, amount of collections, or reduction of claims.

5.5 Joint Obligations. The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:

- 5.5.1 Title IV-D of the Social Security Act, 42 USC section 651 *et seq.*
- 5.5.2 Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
- 5.5.3 Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Article XI of the Illinois Public Aid Code and Title 89 Illinois Administrative Code.
- 5.5.4 The Department's Child Support Enforcement Manual.
- 5.5.5 Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
- 5.5.6 Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

ARTICLE 6—BILLING AND PAYMENT

- 6.1 Amount of Payment.** The maximum amount of the Department's obligation under this Agreement is \$1,629,842 as follows: SFY26 - \$798,942; SFY27 - \$830,900. Contractor's budget (Appendix A, Part 1) and Personnel Services Detail (Appendix A, Part 2), as approved by the Department, are set forth in the Appendices and made a part hereof.

- 6.2 Billing.** Contractor shall submit reports to the Department of actual expenditures no later than the 15th day of the month following the month of service. Reports shall detail services performed by date and individual performing the services. Invoices shall meet the following requirements:
- 6.2.1** All funds under the terms of this Agreement are to be used for the express purpose of IV-D matters.
 - 6.2.2** All record keeping shall be in accordance with sound accounting standards.
 - 6.2.3** Contractor shall sign and submit to the Department reports of actual IV-D related expenditures fifteen (15) calendar days following the month of such expenditures. Any transfers of funds between budget line items will be specified. The Department will authorize payment to Contractor within thirty (30) calendar days after receipt of complete, accurate and valid expenditure reports with appropriate documentation. Reports shall be mailed to:

Illinois Department of Healthcare and Family Services
Division of Finance
Expenditure Processing and Reconciliation Unit
201 South Grand Avenue East
Springfield, Illinois 62763
 - 6.2.4** Contractor agrees to maintain and submit to the Department records, including but not limited to, payroll records, purchase orders, leases, billings, adequate to identify total time expended each month by Contractor staff filling positions indicated in Appendix A and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under Article 6, only those expenses or portions thereof stated in Appendix A are reimbursable. For non-personnel items, Contractor agrees to provide proofs of payments, in the form of canceled checks, contractor invoices (stating paid in full) or any other proof that payment has been made. Contractor agrees to provide time sheets for any temporary employees or contractual employees hired by Contractor to fulfill the duties of this Agreement.
- 6.3. Reimbursement.** The Department shall reimburse Contractor for Contractor's performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses. Reimbursement is subject to the following:
- 6.3.1** The Department shall not be liable to pay Contractor for any supplies provided or services performed, or expenses incurred prior to the term of this Agreement.
 - 6.3.2** Reimbursement will be made in the amount expended to date of expenditure report.
 - 6.3.3** All reports required under this Agreement must be received by the Department within the time period set forth in this Agreement.
 - 6.3.4** The parties will make final determination of the necessary expenditures Contractor has incurred as a result of this Agreement. Such expenditures, mutually agreed upon and subject to Federal Financial Participation (FFP), shall be determined as of the close of business on the date of termination of this Agreement from expenditure reports submitted by Contractor. The Department will reimburse Contractor for any underpayment of such finally determined expenditures and Contractor shall reimburse the Department for any overpayment.
 - 6.3.5** Reimbursements made by the Department pursuant to this article shall constitute full payment owed to Contractor by the Department or the IV-D client under Federal or State law for the duties performed by Contractor under this Agreement. Contractor shall not seek any additional payment from the Department or the IV-D client for the performance of these duties.
 - 6.3.6** Contractor shall be solely responsible and liable for all expenditure disallowance resulting from Contractor's actions as set forth in any audit by the federal Office of Child Support Enforcement or by the Department. Contractor shall reimburse the Department for any such disallowance; provided however, the Department will be required to give Contractor timely notice of any such disallowances and an opportunity to rebut any question of Contractor's liability. Contractor, however, will not be held liable for any disallowance concerning expenditures Contractor undertook at the written request of, or with the written approval of, the Department.
 - 6.3.7** All Title IV-D funds held by Contractor (not including reimbursements for expenditures made pursuant to this agreement previously made by Contractor) shall be deposited in an interest-bearing bank account and

any interest earned on this Title IV-D money shall be identified and deducted from actual expenditures reported to the Department each month.

- 6.3.8** If the Department determines that this Agreement is a grant, then the terms of the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*) shall apply.
- 6.3.9** Prior written approval from the Department's Agreement Manager must be secured by Contractor in order to receive reimbursement for the following:
- a.** The cost of new or additional leases or rental agreements for either real or personal property;
 - b.** The cost of any non-expendable personal property exceeding \$100.00 in unit cost and having a life expectancy of more than one year. After receiving said request, the Department shall provide a written response within ten (10) business days for electronic data processing (EDP) equipment requests and three (3) business days for non EDP equipment requests. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.
- 6.3.10** Contractor shall be responsible for obtaining hardware, software and office equipment maintenance agreements, excluding software purchased by the Department and for purchasing supplies (i.e., paper, toner, ink cartridges, cleaning kits) for all equipment under this or any Agreement between the parties. All purchases made regarding this Article 6.3.10 are reimbursable up to the limit of the entire budget amount found in Appendix A of this Agreement.
- 6.3.11** Each local Contractor's Office will be connected to the HFS KIDS system, or any successor system, via a Department-provided Child Support data circuit installed to the County facility. Contractor will work with the Department's technical staff to establish this connectivity in the most cost-effective manner possible for the taxpayers of Illinois. As technology changes are made by the Department and the State of Illinois that allow more cost-effective connectivity solutions, Contractor will work with the Department's technical staff to allow these solutions to be used for Department-provided connections at Contractor's Office.
- 6.4 Retention of Payments.** In addition to pursuit of actual damages, or termination of this Agreement, if any failure of Contractor to meet any requirement of this Agreement result in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to Contractor until such Federal funds are released to the State, at which time the Department will release to Contractor the equivalent withheld funds.
- 6.5 Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify Contractor of any such corrections.
- 6.6 Travel.** Payment for travel expenses will be made by the Department in accordance with the Department's Employee Travel Regulations.
- 6.7 State Fiscal Year.**
- 6.7.1** Notwithstanding any other provision of this Agreement, all invoices for supplies ordered or services performed, and expenses incurred by Contractor prior to July 1 of each year must be presented to the Department no later than August 5th of each year in order to ensure payment under this Agreement. Failure by Contractor to present such invoices prior to August 5th may require Contractor to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly.
 - 6.7.2** All payments shall be made to conform to State fiscal year requirements regardless of what might or might not be stated elsewhere in this Agreement or any order placed pursuant to the Agreement. Contracts that extend beyond the end of the State's fiscal year (July 1 - June 30), or the payments thereon, may have to be prorated to ensure funds of the appropriate fiscal year are utilized for payment.
 - 6.7.3** It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are often delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose, nor shall they constitute a breach.
- 6.8 Funding.** Funding shall be a combination of 66% federal funds and 34% state funds.

ARTICLE 7 — GENERAL TERMS

- 7.1 Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change, in addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 7.2 Amendments Necessary for Statutory or Regulatory Compliance.** Contractor shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department may terminate this Agreement.
- 7.3 Assignment and Subcontracting.** After notice to Contractor, the Department may transfer this Agreement or payment responsibility to another State agency or assign this Agreement to a third party for financing purposes. Assignment, subcontracting, or transfer of all or part of the interests of Contractor in the work covered by this Agreement is prohibited without prior written consent of the Department. In the event the Department gives consent to Contractor to assign, subcontract or transfer all or part of the interests of Contractor in the work covered by this Agreement, the following provisions shall apply:
- 7.3.1** 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 Contractor is hereby bound and obligated.
- 7.3.2** Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to Contractor, including, but not limited to, certifications and disclosures.
- 7.3.3** Contractor shall list the names and addresses of all subcontractors in an addendum to this Agreement, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement.
- 7.4 Audits and Records.**
- 7.4.1 Right of Audit.** This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement (“Authorized Persons”), and Contractor agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, Contractor shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of Contractor’s books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to Contractor, the Department shall adjust future or final payments otherwise due Contractor. If no payments are due and owing Contractor, or if the overpayments(s) exceed the amount otherwise due Contractor, Contractor shall immediately refund all amounts which may be due to the Department.
- 7.4.2 Retention of Records.** Contractor shall maintain all business, professional, and other records in accordance with State law 45 CFR Part 75 subpart D, 45 CFR Part 160 and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. Contractor shall maintain such books and records for a period of six (6) years from the later of the date of final payment under the Agreement or completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.
- 7.5 Background Checks.** The Department reserves the right to conduct background checks of Contractor’s officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements

at Department facilities to determine their suitability for performing this Agreement. If the Department finds such officer, employee or agent to be unsuitable, the Department reserves the right to require Contractor to provide a suitable replacement immediately. The Department reserves the right to perform, cause to be performed, or be given access to previously performed background checks of Contractor's officers, employees, or agents who have access to FTI and/or access to KIDS, or any successor system, as required and in accordance with IRS Publication 1075 (and any updates thereto).

7.6 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

7.7 Confidentiality.

7.7.1 Proprietary Information. Performance of the Agreement may require Contractor to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State County, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data obtained by Contractor from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement that is received from a third party free to disclose it that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

7.7.2 Confidentiality of Program Recipient Identification. Contractor shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance shall be protected from unauthorized access, use, and disclosure by Contractor, Contractor's employees, and subcontractors and their employees, pursuant to 42 USC 654(26); 45 CFR 303.21; 305 ILCS 5/11-9, 11-10, and 11-12; and 42 CFR Part 431, Subpart F. Contractor shall establish appropriate safeguards to comply with the provisions of these rules and regulations.

7.8 Disputes Between Contractor and Other Parties. Any dispute between Contractor and any subcontractor or other party, shall be solely between such party or subcontractor and Contractor, and the Department shall be held harmless by Contractor.

7.9 Fraud and Abuse. Contractor shall report in writing to the Agency's Office of Inspector General (OIG) any suspected fraud, abuse or misconduct associated with any service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including but not limited to, Contractor staff, Contractor Subcontractor, Agency employee or Agency contractor. Contractor shall make this report within three days after first suspecting fraud, abuse or misconduct. Contractor shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OIG; the foregoing notwithstanding, Contractor may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Contractor must report to OIG as described in the first sentence above. Contractor shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Contractor shall require adherence with these requirements in any contracts it enters with Subcontractors. Nothing in this paragraph precludes Contractor or its Subcontractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

7.10 Gifts. Contractor and Contractor's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.

7.11 Indemnification.

7.11.1 Contractor assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons (including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of Contractor or any employee, agent, or representative of Contractor or Contractor's subcontractors. Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall upon request and at the State's expense, furnish to the State all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

7.11.2 Neither party shall be liable for incidental, special or consequential damages.

7.11.3 Contractor further agrees to assume all risk of loss and to indemnify and hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for Contractor's failure to pay any subcontractor, either timely or at all, regardless of the reason.

7.12 Media Relations and Public Information. Subject to any disclosure obligations of Contractor under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. Contractor shall not disseminate any publication, presentation, technical paper, or other information related to Contractor's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.

7.13 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

7.14 Nondiscrimination. In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. Contractor and Contractor's principals, employees and subcontractors shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. Contractor further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.

7.15 Non-solicitation of Employees. Contractor shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if Contractor solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. Contractor shall not employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this agreement.

7.16 Purchase of Equipment.

7.16.1 In accordance with the provisions of 45 CFR 95.705, 44 Ill. Adm. Code 5010.660, and other State and Federal laws and regulations, Contractor shall transfer to the Department, upon request, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by Contractor to perform its duties under this Agreement.

7.16.2 Contractor shall establish, maintain and update complete inventory lists of all equipment purchased and received with contract funds. Separate inventory lists shall be kept for EDP equipment and for other equipment and shall include all existing equipment which had been previously purchased with contract funds and all equipment purchased and received with contract funds during the period of this Agreement. Contractor must conduct an annual inventory and submit a detailed report of equipment and furniture to the Department's Agreement Manager. This report must list information stipulated in 45 CFR 74.34(f) and must be signed by

a responsible party attesting to the accuracy and completeness of the report. This report must list at a minimum the following information:

- a. Description
- b. Manufacturer's serial number, model number, Federal stock number, national stock number or other identification number
- c. Acquisition date
- d. Location and condition of equipment and date information was reported
- e. Unit acquisition cost

Contractor shall submit this report no later than December 31st to:

Illinois Department of Healthcare and Family Services
Division of Child Support Services
Attn: Christine Towles
115 S LaSalle Street, 18th Floor
Chicago, IL 60603

7.17 Rules of Construction. Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:

7.17.1 Provisions apply to successive events and transactions;

7.17.2 "Or" is not exclusive;

7.17.3 References to statutes and rules include subsequent amendments and successors thereto;

7.17.4 The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;

7.17.5 If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;

7.17.6 "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excluding State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;

7.17.7 Use of the male gender (e.g., "he", "him," "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and

7.17.8 Words in the plural which should be singular by context shall be so read, and vice versa.

7.17.9 References to "Department," "Illinois Department of Healthcare and Family Services" or "HFS" shall include any successor agency or office charged with administering the Child Support Enforcement Program under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

7.18 Severability. In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.

7.19 Sexual Harassment. Contractor shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.

7.20 Survival of Obligations. Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE 8 - CERTIFICATIONS

By signing this Agreement, Contractor makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon Contractor's failure to maintain these certifications and warranties.

8.1 General Warranties of Contractor.

8.1.1 The services and deliverables products herein required to be performed or provided will be completed in a good and professional manner.

- 8.1.2 The person executing this Agreement on behalf of Contractor is duly authorized to execute the Agreement and bind Contractor to all terms and conditions hereunder.
- 8.1.3 For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by Contractor will be expeditiously corrected by Contractor without additional charge to the Department.
- 8.1.4 Violation of any of these warranties by Contractor shall subject this Agreement to automatic termination.
- 8.2 **Bribery.** Contractor is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 *et seq.*
- 8.3 **Child Support.** Contractor shall ensure that its employees who provide services to the Department under this Agreement are in compliance with child support payments pursuant to a court or administrative order of this or any other State. Contractor will not be considered out of compliance with the requirements of this Article if, upon request by the Department, Contractor provides:
- 8.3.1 Proof of payment of past due amounts in full;
- 8.3.2 Proof that the alleged obligation of past due amounts is being contested through appropriate court or administrative proceedings and Contractor provides proof of the pendency of such proceedings; or
- 8.3.3 Proof of entry into payment arrangements acceptable to the appropriate State agency.
- 8.4 **Conflict of Interest.** Contractor is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. Contractor and Contractor's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and Contractor shall not employ any person having such an interest in connection with Contractor's performance under the Agreement. Contractor shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.
- 8.5 **Debarment and Suspension.** Contractor shall review the list of sanctioned persons maintained by the Agency's Office of Inspector General (OIG) (available at <http://www.state.il.us/agency/oig>), and the Excluded Parties List System maintained by the U.S. General Services Administration (available at <http://epls.arnet.gov>). Contractor shall terminate its relations with any Ineligible Person immediately upon learning that such Person or Provider meets the definition of an Ineligible Person and notify the OIG of the termination.
- 8.6 **Federal Taxpayer Identification Number and Legal Status Disclosure.** Contractor has completed Attachment A and certifies, under penalties of perjury, that the information contained thereon is correct.
- 8.7 **Legal Ability To Contract:** Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
- 8.7.1 Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and applicable rules in performance under this Contract.
- 8.7.2 Contractor will provide a drug free workplace, pursuant to the Drug Free Workplace Act (30 ILCS 580).
- 8.7.3 Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- 8.7.4 Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 8.7.5 Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 8.7.6 Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583/1 *et seq.*).

- 8.7.7** Contractor complies with the State Prohibition of Goods from Child Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584/1 *et seq.*).
- 8.7.8** Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states, “Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated.”
- 8.7.9** In accordance with 30 ILCS 587/1 *et seq.*, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa.
- 8.7.10** If required, Contractor has disclosed on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Contractor from having or continuing the Agreement. This includes but is not limited to conflicts under the “Infrastructure Task Force Fee Prohibition” section of the State Finance Act (30 ILCS 105/8.40 or those which may conflict in any manner with Contractor’s obligation under this Agreement. Contractor shall not employ any person with a conflict to perform under this Agreement. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Contractor or the Agreement, Contractor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule.
- 8.8 Licenses and Certificates.** Contractor and Contractor’s principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing. Contractor may meet the license requirement through use of a subcontractor; provided however, Contractor's use of a subcontractor in that circumstance does not relieve Contractor of any obligations under the Agreement.
- 8.9 New Hire Reporting and Electronic Funds Transfer of Child Support Payments.** Contractor certifies that it shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28.35.
- 8.10 Non-solicitation of Agreement.** Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due Contractor such commission, percentage, brokerage fee, gift or contingent fee.
- 8.11 Prevailing Wage.** Contractor shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, as applicable.

In Witness Whereof, the parties have hereunto caused this Agreement to be executed on the dates shown, by their duly authorized representatives.

**THE STATE OF ILLINOIS
DEPARTMENT OF HEALTHCARE
AND FAMILY SERVICES**

DuPage COUNTY, ILLINOIS

By: _____
Elizabeth M. Whitehorn
Director

Date: _____

By: _____
Robert B. Berlin
State's Attorney

Date: _____

APPROVED:

By: _____
Kwame Raoul
Illinois Attorney General

Date: _____

By: _____
Chairman
DuPage County Board

Date: _____

APPENDIX A *Part 1 of 2*
DUPAGE COUNTY STATE'S ATTORNEY BUDGET
JULY 1, 2025 THROUGH JUNE 30, 2026
Individual Line Item Amounts Are Estimated

DIRECT COSTS	SFY 26 Budget
Personnel Services	
Salaries – Full Time	\$649,870
<i>(See list of positions-Part 2 of 2)</i>	
Fringe Benefits	\$119,488
SUBTOTAL	\$769,358
 Non Personnel Services	
Advertising, Legal Notices	\$0
Audit & Accounting Fees	\$0
Books & Periodicals	\$0
Computer Equipment	\$0
Computer Equipment Maintenance	\$0
Computer Software	\$0
Computer Software Maintenance	\$0
Copying	\$0
Court Related	\$0
Dues & Licenses	\$2,500
Education, Conference Fees	\$1,302
Misc. Administrative Expenses	\$3,866
Office Equipment	\$0
Office Equipment Maintenance	\$0
Office Supplies	\$0
Postage	\$2,000
Printing	\$0
Rent	\$0
Service of Process Fees	\$17,916
Subcontracts, Special ASA, Investigators	\$0
Telephone Service	\$0
Travel	\$2,000
Utilities	\$0
SUBTOTAL	\$29,584
 TOTAL	 \$798,942

APPENDIX A Part 1 of 2
DUPAGE COUNTY STATE'S ATTORNEY BUDGET
JULY 1, 2026 THROUGH JUNE 30, 2027
Individual Line Item Amounts Are Estimated

DIRECT COSTS	SFY 27 Budget
Personnel Services	
Salaries – Full Time	\$662,868
<i>(See list of positions-Part 2 of 2)</i>	
Fringe Benefits	\$138,448
SUBTOTAL	\$801,316
 Non Personnel Services	
Advertising, Legal Notices	\$0
Audit & Accounting Fees	\$0
Books & Periodicals	\$0
Computer Equipment	\$0
Computer Equipment Maintenance	\$0
Computer Software	\$0
Computer Software Maintenance	\$0
Copying	\$0
Court Related	\$0
Dues & Licenses	\$2,500
Education, Conference Fees	\$1,302
Misc. Administrative Expenses	\$3,866
Office Equipment	\$0
Office Equipment Maintenance	\$0
Office Supplies	\$0
Postage	\$2,000
Printing	\$0
Rent	\$0
Service of Process Fees	\$17,916
Subcontracts, Special ASA, Investigators	\$0
Telephone Service	\$0
Travel	\$2,000
Utilities	\$0
SUBTOTAL	\$29,584
 TOTAL	 \$830,900

APPENDIX A *Part 2 of 2*
AUTHORIZED POSITIONS – SFY 26 and SFY 27
DUPAGE COUNTY STATE’S ATTORNEY

POSITION TITLES	IV-D%	Number of Positions
Full Time Positions:		
Assistant State’s Attorney	100%	3
Paralegal	100%	4
Legal Secretary	100%	1
Part Time Positions:		
None	0%	0

Attachment A

Taxpayer Identification Certification

- A. Contractor certifies that:
1. The number shown on this form is Contractor's correct taxpayer identification number (or Contractor is waiting for a number to be issued to Contractor); **and**
 2. Contractor is not subject to backup withholding because:
 - a. Contractor is exempt from backup withholding, or
 - b. Contractor has not been notified by the Internal Revenue Service (IRS) that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - c. The IRS has notified Contractor that Contractor is no longer subject to backup withholding, **and**
 3. Contractor is a U.S. person (including a U.S. resident alien).
- B. Contractor's Name: **DuPage County State's Attorney**
- C. Contractor's Taxpayer Identification Number:

Social Security Number (SSN):

or

Employer Identification Number (EIN): **36-6006551**

(If Contractor is an individual, enter Contractor's name and SSN as it appears on Contractor's Social Security Card. If Contractor is completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

- D. Contractor's Legal Status (*check one*):

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Governmental
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Nonresident alien
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Estate or trust
<input type="checkbox"/> Tax Exempt	<input type="checkbox"/> Pharmacy (Non-Corp.)
<input type="checkbox"/> Corporation providing or billing medical or health care services	<input type="checkbox"/> Pharmacy/Funeral
<input type="checkbox"/> Corporation NOT providing or billing medical or health care services	<input type="checkbox"/> Home/Cemetery (Corp)
	<input type="checkbox"/> Other:

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF DUPAGE COUNTY STATE'S ATTORNEY.

Signature of Authorized Representative

Robert B. Berlin
DuPage County State's Attorney

Date



Budget Transfer

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

File #: 25-1404

Agenda Date: 6/3/2025

Agenda #: 8.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 1, 2024

From: 1000
Company #

CAMPUS SECURITY
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	
1130	52200	0000	OPERATING SUPPLIES & MATERIALS	\$ 500.00	15,434.58	14,934.58	5/27/25
Total				\$ 500.00			

To: 1000
Company #

CAMPUS SECURITY
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	
1130	54100	0700	IT EQUIPMENT - CAPITAL LEASE	\$ 500.00	89.60	589.60	5/27/25
Total				\$ 500.00			

Reason for Request:

Need to transfer funds to cover Toshiba copier charges for FY25.

Signature on file

Department Head

Chief Financial Officer

Date

Date

Activity

(optional)

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

Finance Department Use Only			
Fiscal Year <u>25</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

JPS - 6/3/25
FIW/LB - 6/10/25



Grant Proposal Notifications

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

File #: 25-1416

Agenda Date: 6/3/2025

Agenda #: 9.C.1.



Grant Proposal Notification

GPN Number: 015-25
(Completed by Finance Department)

Date of Notification: 05/28/2025
(MM/DD/YYYY)

Parent Committee Agenda Date: 06/17/2025
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 04/01/2025
(MM/DD/YYYY)

Name of Grant: PY 25 ILETSB - NIBIN Grant Program

Name of Grantor: Illinois Law Enforcement Training and Standard Board

Originating Entity: _____
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Sheriff

Department Contact: Lt. Frank Bibbiano #414 x2084
(Name, Title, and Extension)

Parent Committee: Judicial Public Safety

Grant Amount Requested: \$ 24,999.00

Type of Grant: Direct Payment
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☒ Yes ☐ No

Source of Grant: ☐ Federal ☒ State ☐ Private ☐ Corporate

If Federal, provide CFDA: _____ If State, provide CSFA: 569-00-3497



Grant Proposal Notification

1. Justify the department's need for this grant.

This grant is necessary as it will allow the Office to obtain ballistics imaging and comparison equipment that communicates to NIBIN database to assist with the imaging and assessment of ballistic identification data.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

This will allow the DuPage County Sheriff's Office to better investigate crime, and assist other County Police agencies, with the ballistic capabilities of this product. Thus, making DuPage County a safer place to live, work, and raise a family.

3. What is the period covered by the grant?

11/22/2024 to: 07/01/2029
(MM/DD/YYYY) (MM/DD/YYYY)

- 3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

No

- 4.1. If yes, please identify the Company-Accounting Unit used for the funding

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☒

5.2. After expenditure of costs (reimbursement-based) ☐

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) No

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary _____ Percentage covered by grant _____

6.1.2. Total fringe benefits _____ Percentage covered by grant _____

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): Yes

6.1.3.1. If yes, which ones are disallowed?

This grant is for equipment, thus, no fringe benefits are anticipated.

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

None

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____
(Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?



Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No) No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term? _____

6.3.1.2. What Company-Accounting Unit(s) will be used? _____

6.3.1.3. Total annual salary _____

6.3.1.4. Total annual fringe benefits _____

7. Does the grant allow for direct administrative costs? (Yes or No) No

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project _____

7.1.2. Percentage of direct administrative costs covered by grant _____

7.1.3. What percentage of the grant total is the portion covered by the grant _____

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? 100%

9. Are matching funds required? (Yes or No): No

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity? _____

9.1.2. What is the dollar amount of the County's match? _____



Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? _____

10. What amount of funding is already allocated for the project? \$0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located? _____

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$24,999.00