# A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CHILD FRIENDLY COURTS FOUNDATION d/b/a SAFE HARBOR

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, CHILD FRIENDLY COURTS FOUNDATION ("Agency") is a 501(c)(3) organization created under the Internal Revenue Code, and

WHEREAS, the County has established the Member Initiative Program which permits members of the County Board to advance items which benefit their district and assigns certain amounts of public funds for those purposes; and

WHEREAS, the County's funding for each Agency is not a donation and must be used to perform certain services or functions within the County's statutory authority to perform; and

WHEREAS, the County and the Agency are hereafter sometimes referred to as the "Party" and collectively referred to herein as "the Parties"; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the grant funds identified above.

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

- 1. **Purpose of the Agreement**. The Purpose of this Agreement is to define the project for which grant funds are to be used and provide funding for eligible expenses.
- 2. **Recitals**. The recitals to this Agreement are incorporated as though set forth fully herein.
- 3. **Term.** This Agreement shall remain in effect through November 30, 2025. Sections 5, 6, 7, 8, 9, 10, 11, and 12 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement. Funds shall be expended prior to November 30, 2025.
- 4. **Project Description.** Agency shall receive nine thousand five hundred dollars (\$9,500.00) from the County. Agency shall undertake the following project or activities described in the Proposal attached hereto as Exhibit A.
- 5. **Termination, Breach**. This Agreement may be terminated upon thirty (30) days' notice to the other Party with the written consent of the other Party. All terms of this Agreement shall be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party, the non-breaching Party shall provide the breaching Party with written notice of the breach and shall provide a period of not less than thirty (30) days to cure said breach.
- 6. **Venue, Applicable Law**. The exclusive venue for disputes arising from this Agreement shall be the 18<sup>th</sup> Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
- 7. **Payment**. The County agrees to pay the Agency nine thousand five hundred dollars (\$9,500.00). Payment is contingent upon: (1) compliance with County rules and regulations; (2) Accounts Payable review by Finance Staff and County Audit Staff

including providing sufficient invoicing and proof of purchase; and (3) completion of a fully executed Agreement. Payments shall be made in the form of reimbursement and upon invoice from Agency. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of completed invoices and proof of purchase. All funds shall be expended not later than November 30, 2025.

- 8. **Assignment.** Neither Party shall assign performance under this Agreement, nor shall either Party transfer any right or obligation under this Agreement without the express written approval of the County.
- 9. **Amendment.** Any amendment to the terms of this Agreement must be in writing and will not by effective until it has been executed and approved by the same Parties who approved and executed the original Agreement or their successors in office.
- 10. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.
- 11. **Sole Agreement.** This Agreement contains all negotiations between the County and Agency. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either Party.
- 12. **Liability**. The Agency agrees to indemnify, save, and hold the County, its officers, agents and employees, harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Agreement by the Agency, its officers, agents or employees. This clause will not be construed to bar any legal remedies the Agency may have for the County's failure to fulfill any of the County's obligations under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, indemnification under Section 12 of this Agreement shall be limited to the Agency's allocation, less any amount unspent.

COUNTY OF DUPAGE	CHILD FRIENDLY COURTS FOUNDATION	
Deborah Conroy	Irene Bahr,	
Chair, DuPage County	Executive Director	
ATTEST:		

Jean Kaczmarek, County Clerk



### MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

**SECTION I Organization Information** 

Organization	
Organization	Child Friendly Courts Foundation (Safe Harbor)
Contact Person	Irene Bahr
Address	505 N County Farm Rd
City	Wheaton
Phone Number	630-204-5634 or 630-407-8791
Email	irene@bahrandersonlaw.net

SECTION II Project Description

SECTION II Project Descr	ption
Project Title	Supplemental Funding for Child Friendly Courts Foundation
Cost of the Project	Annual Budget \$106,000 (Grant for \$9,500)
Brief Description of the Scope of Initiative	To provide some of the annual budget funds for the Child Friendly Courts Foundation which operates the Safe Harbor Children's Waiting Room in the Main DuPage County Courthouse, 1st floor.
Desired Outcomes	Providing a safe space away from the Courtrooms and General Courthouse facility to avoid children being exposed to the trauma of adult issues playing out in the Courtrooms or being disruptive in the halls or spaces of the Courthouse.

### **SECTION III Signature**

Member Name	Grant Eckhoff		
District	District 4	-	
Signature		_	

### **SECTION IV Supplemental Documents**

### Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)

# Safe Harbor Children • S Waiting Room

I Seacch th;, page

### Safe Harbor Children's Waiting Room

#### v Eligibility & Information

- · Available to families conducting business at the courthouse & annex building
- Not av3ilable for children of jurors or attorneys
- FREE OF CHARGE
- Open to Children from 6 months to 12 years old
- Located on the first floor of the Judicial Center, near the cafeteria.
- Hours: Monday Friday 8:00 a.m. 4:00 p.m., Closed from 12:00-1:00 for lunch. Safe Harbor will close at 3:00 if there are no children checked in.

#### v Forms and Releases

Please fill out forms completely and present them upon registering children for Safe Harbor

- Registration Form (PDF)
- Formulario de Inscri]; lcion (PDF)

#### v Safe Harbor Volunteer Program

Interested in Volunteering at Safe Harbor?

Fill out the 2 page Volunteer Application:

• Page 1 - General Information (PDF)

#### v Safe Harbor Rules/Code of Conduct

mYOU WILL BE GIVEN A PAGER AT CHECK IN, IF WE PAGE YOU, YOU MUST RETURN IMMEDIATELY. IF THE PAGER IS NOT RETURNED AT CHECKOUT, YOU WILL BE BILLED \$200.00 FOR ITS REPLACEMENT.

- •PAGERS ARE SPECIALLY PROGRAMMED, DO NOT REMOVE FROM CASE OR PRESS ANY BUTTONS.
- •THE ADULT WHO CHECKS THE CHILD IN MUST BE THE ONE WHO TENDS TO ANY NEEDS OF THE CHILD AND WILL BE THE ONE THE CHILD IS RELEASED TO.
- •THE ADULT MAY NOT, FOR ANY REASON, LEAVE THE COURTHOUSE BUILDING, THIS INCLUDES GOING TO ANOTHER COUNTY BUILDING, OR OUTSIDE FOR A CIGARETTE.
- •WE CLOSE PROMPTLY AT 12:00PM FOR LUNCH, YOU ARE EXPECTED TO PICK UP YOUR CHILD, IF YOU HAVE NOT FINISHED YOUR BUSINESS, YOU ARE RESPONSIBLE FOR FEEDING YOUR CHILD LUNCH.
- •YOU WILL BE PAGED IF YOUR CHILD NEEDS THEIR DIAPER CHANGED.
- •ONCE YOUR CASE IS HEARD AND COMPLETE YOU MUST IMMEDIATELY RETURN TO SAFE HARBOR TO PICK UP YOUR 
  ₁ rLD. ■

- •IF YOUR LOCATION IN THE COURTHOUSE CHANGES YOU MUST NOTIFY SAFE HARBOR.
- •IF YOUR CHILD POSES A RISK TO THEMSELVES, STAFF OR ANOTHER CHILD, YOU WILL BE PAGED AND HAVE TO PICK YOUR CHILD UP.
- •NO FOOD IS ALLOWED IN SAFE HARBOR.
- •IN THE EVENT OF AN EVACUATION THE CHILDREN AND STAFF WILL BE ESCORTED TO A PREDETERMINED SAFE LOCATION BY AN ARMED DEPUTY, AND WILL RETURN TO SAFE HARBOR ONCE IT IS SAFE TO DO SO.
- •WE CLOSE PROMPTLY AT 4:00PM.

ALL PERSONS USING SAFE HARBOR WILL TREAT STAFF WITH RESPECT AND FOLLOW ANV DIRECTIONS OF THE STAFF. PEOPLE WHO ARE DISRUPTIVE OR DISRESPECTFUL WILL BE DIRECTED TO LEAVE IMMEDIATELY AND IF THEY 0.0 NOT DO SO, A SHE RIFF'S DEPUTY WILL BE CALLED TO ESCORT THEM FROM SAFE HARBOR.

#### " Instrucciones de Safe Harbor

- 1 La persona que registre a nino(a) o ninos al entrar, debe ser la persona que los recoje y la persona que atiende a sus neces, dades durante el tiempo que se encuentren en Safe Harbor.
- 2. El padre/adulto no puede salir del edificio por ninguna razon. Esto incluye salir a fumar.
- 3. El pacire/2.dulto debe encargarse de carnbiar al nino(a) rnientras esten in Safe Harbor.
- 4. Cuando SCI caso en la corte se terrnine, debe regresar a Safe Harbor a recojer a su nino(a) inrnediatarmente.
- 5. Si el iuQ;::r de carte cambia, usted debe not!ficar a Safe Harbor lo mas pronto posible.
- 6. Si se le necesita en Safe Harbor, le llarnarernos por el "pager". Usted debe contestar la llamada inrnediatamente.
- 7. Los "pagers" estan especialmente programados. Por favor, no toque los botones del "pager".

#### v Safe Harbor Photo Gallery











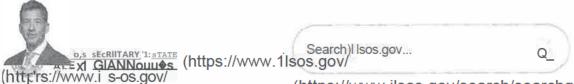






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(https://www.ilsos.gov/search/searchgoogle.html)

Driver's
B Licenses & D v
Cards

Vehicles, liil Plates & Titles lii Business v Services

More Services

# **Business Entity Search**

### **Entity Information**

**Entity Name** 

CHILD FRIENDLY COURTS FOUNDATION

File Number

57717297

Status

**ACTIVE** 

**Entity Type** 

**CORPORATION** 

Type of Corp

NOT-FOR-PROFIT

Incorporation Date (Domestic)

03-09-1994

State

**ILLINOIS** 

**Duration Date** 

**PERPETUAL** 

**Annual Report Filing Date** 

04-29-2025

# **Annual Report**

Year

2025

# **Agent Information**

IRENE F. BAHR 1751 S NAPERVILLE RD STE 209 WHEATON ,IL 60189-5896 Agent Change Date 08-09-2022

### **Services and More Information**

Choose a tab below to view services available to this business and more information about this business.

Available Services Officers Assumed Name Old Corp Name File History

Status t Assumed Name

ACTIVE SAFE HARBOR

Purchase Certificate of Good Standing

Showing 1 to 1 of 1 entries

Previous 1 Next

#### Welcome to Safe Harbor!

In the legal world, we all learn what a "Safe Harbor" means. It is a sanctuary, safe haven or refuge from something that would otherwise present a danger. In 1994, the DuPage Association of Women Lawyers began a journey to study the need for a Children's Waiting Room at the main DuPage County courthouse. Eventually, that journey led to the establishment of *Safe Harbor*, the Children's Waiting Room now located on the main floor at the courthouse.

Safe Harbor opened its doors on October 16, 1996. Leading up to its opening, the DuPage Association of Women Lawyers commissioned a needs study which showed that many children are either left on their own in the courthouse hallways or are brought into the courtrooms where they can be exposed to adult problems and conflicts.

After meeting with the Chief Judge, attorneys and various patrons of the courthouse, as well as the DuPage County Board members, a foundation to operate the waiting room was formed by the DuPage Association of Women Lawyers as a tax-exempt 501 (c) (3) entity (Child Friendly Courts Foundation, or "CFCF"). An agreement between CFCF and the County Board granted Safe Harbor a designated space on the first floor of the courthouse where Safe Harbor continues to operate today.

Since opening in 1996, the Children's Waiting Room has served over 68,000 children. This is a free service to the patrons of Safe Harbor. Judges, attorneys and courthouse staff are encouraged to recommend Safe Harbor as a safe and fun place for children to spend time while their parents attend to business in the courthouse. Those seeking to use the room can find useful information on the DuPage County website

https://www.dupagecourts.gov/ 18thjudicial\_circuit\_court/services/bringing\_children\_to\_court.php. Safe Harbor accepts children from the ages of 6 months to 12 years.

The Board members of CFCF are appointed according to the By-Laws of CFCF and are comprised of representatives of the key entities involved in the courthouse operation. The representatives on the board are appointed as follows: DuPage Association of Women Lawyers; Chief Judge; Chair of the DuPage County Board; DuPage County State's Attorney; DuPage County Public Defender; DuPage County Bar Association; and Family Shelter Service of Metropolitan Family Service DuPage.

Safe Harbor is staffed by an Executive Director, and by 2 part time assistants. In addition, there is a team of volunteer staff who regularly commit to a morning or afternoon every week. All staff and volunteers are required to have a background check done through the sheriffs department.

Security is our utmost concern. Our Executive Director works closely with the Sheriffs department in establishing security protocols. The waiting room is equipped with 4 cameras that feed into a monitor at the reception desk. The waiting room's main door is locked at all times. Anyone wishing to enter the waiting room must ring the bell and a staff member meets them at the door. The 2 doors leading to the two playrooms are also locked when there is a non-staff adult in the reception area. Non-staff adults are not allowed to enter either playroom while there are children present.

Only those with personal courthouse or annex business are allowed to use Safe Harbor (including law enforcement officers when they are required to be in court). However, Safe Harbor does not accept the children of individual attorneys or jurors. During the check-in phase, persons leaving children in the room must identify where they are going in the courthouse and this is verified through the staff's access to the courthouse docket.

Safe Harbor has a reception area and 2 separate playrooms. One playroom is for children ages 6 months to 5 years, and a separate playroom for children ages 5 and up. Both rooms are filled with age-appropriate toys. The older children's room also has an arts and crafts area and a videogame system. Almost all of the toys and equipment have been donated through toy drives or families who have used Safe Harbor in the past. Each child leaving Safe Harbor gets to pick a toy or book to take with them.

When a parent/adult checks in a child in at Safe Harbor they are required to complete a registration form and the child and adult are given corresponding wristbands. Only the person wearing the corresponding wristband is allowed to pick up the child or tend to any of their needs. The adult also receives a pager in the event that Safe Harbor needs to reach them.

Safe Harbor's staff has direct access to the Sheriffs department for security and emergency assistance (i.e. when a responsible adult has been taken into custody or if the courthouse has been evacuated). Safe Harbor is well prepared to handle these and many situations which have arisen over the years.

In 1994 by Resolution JPS-016-94, the County Board Granted CFCF space to use in the courthouse for the Children's Waiting Room. In the early years, Safe Harbor was supported through donations, grants and some fundraising events. The initial agreement provided that CFCF was responsible for all funding. In 1996, by Resolution JU-0004-96, DuPage County reiterated that pledge after funding was found with the additional help of the DuPage County Bar Association guarantee. The Bar Association has recently generously awarded a grant to CFCF, but permanent funds are needed. However, because these original funding sources proved inadequate to support the costs of running the Waiting Room, another source was developed. By Resolution JU-0003-98 in 1998, legislation was passed by the State of Illinois which allowed counties to collect a filing fee to support any Children's Waiting Room in the State if the county in which it was located authorized it and DuPage County passed this resolution. This state legislation was drafted and supported by the then Clerk of the Court, a State Senator and a House Representative

Funding for Safe Harbor, until July I, 2019, came from these direct filing fees. The funds to support Safe Harbor never came out of the general courthouse or Judiciary funds. However, new legislation designed to streamline the filing fee structure throughout Illinois removed Children's Waiting Rooms from a specially designated fund and instead grouped all filing fees into a general fund for each county to allocate into designated uses. Safe Harbor, as well as other state Children's Waiting Rooms were not specially singled out for a filing fee funding. The County now tells CFCF that it must raise funds to support the operation of the room and that it may not be able to fully support the room in the future.

Absent such additional outside funding, Safe Harbor will have to close its doors to the children of DuPage County. Safe Harbor was the first Children's Waiting Room in the state outside of Cook County and has served as a model for other counties that later developed such rooms.

Although the pandemic and the changes to the use of the courthouse have been modified in recent years, Safe Harbor continues to see a steady increase in use and expects that trend to continue.

Please stop by and see this wonderful place in action, donate money or toys for the space and know that the adage is so true: "No one stands as tall as when they stoop to help a child." - Abraham Lincoln

Irene F Bahr President, Child Friendly Courts Foundation irene@bahrandersonlaw.net

### **BY-LAWS**

### OF

### CHILD FRIENDLY COURTS FOUNDATION

As Amended and Effective August 8, 2025

## **ARTICLE 1**

### Purposes

The purposes for which the Foundation is organized are (i) to organize, design, fund and develop a child-friendly environment in the DuPage County court system including, without limitation, the establishment of drop-off child-care facilities for persons involved in official business within the Judicial Office Center, such facilities to be located in appropriate space provided by the County of DuPage, Illinois, and (ii) to perform all activities incidental or related to the foregoing.

The Foundation is organized exclusively for charitable, religious, education and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

No part of the net earnings of the Foundation shall inure the benefit of, or be distributable to, its members, officers or other private persons except that the Foundation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above. No substantial Part of attempting to influence legislation, and the foundation shall not participate in, or intervene in (including the publishing or distribution of statements), Any political campaign on behalf of any candidate for public office. Notwithstanding any provisions of the articles of Incorporation, the Foundation shall not carry on any other activities not permitted to be on (a) by a corporation exempt from federal tax income under section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under section 170 (c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of a future United States Internal Revenue Law).

On the dissolution of the foundation, the board of directors shall, after paying or making provision for the payment of all the liabilities of the Foundation, Dispose of ali the assets of the Foundation exclusively for the purposes of the Foundation in such manner, or to such organization or organizations which are organized and operated exclusively for charitable, educational comma religious comma or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501 (c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of a future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the court of general jurisdiction of the county in which the principal office of the Foundation is then located, exclusively for such purposes or such organization or organizations, as said Court shall determine; which are organized and operated exclusively for such purpose.

## **ARTICLE 2**

#### Offices

The Foundation shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office, and may have other offices with or within the State of Illinois as the Board of Directors may from time to time.

# ARTICLE 3

#### Interim Board of Directors

Section 1. <u>Appointment and Tenure.</u> The president of the DuPage Association of Women Lawyers shall initially appoint an interim Board of Directors. This Interim Board shall be as specified in the Articles of Incorporation. The Interim Board shall serve until the first meeting of the permanent Board of Directors. The permanent Board of Directors shall be appointed as outlined in Article 4. The Interim Board shail be dissolved upon the convening of the permanent Board of Directors.

Section 2. <u>Powers and Duties.</u> The Interim Board shall be charged with providing the stewardship necessary to formalize the Child Friendly Courts Foundation, including the designation of terms for the initial permanent Board of Directors, and to exercise the powers of the Board of Directors until such time as the permanent Board of Directors is convened.

## **ARTICLE 4**

#### Board of Directors

Section 1. Members. This foundation shall have no members. AH rights which would otherwise rest in the members shall rest in the Directors.

Section 2. Number, Appointment and Tenure of Directors. The Number of Directors of the Foundation shall be three (3) or more. Each of the following may appoint members of the Board of Directors: The President of the DuPage Association of Women Lawyers - one (1), The Chair of the DuPage County Board - one (1), the Chief Judge of the Eighteenth Judicial Circuit - one (1), the President of the DuPage County Bar Association - three (3); the Executive Director of the Family Shelter Service of Metropolitan Family Services DuPage - one (1), the DuPage County State's Attorney one (1); the DuPage County Public Defender-one (1).

Section 3. Qualifications of the Board of Directors. It shall be the goal of the Foundation to field a Board of Directors composed of individuals whose expertise and experience contribute to and facilitate the achievement of the Foundation's purpose.

Section 4. Resignation. Any Director may resign at any time giving written notice of such resignation to the President with a copy to the Secretary of the Foundation. The resignation shall become effective upon the date specified in the notice, or if no date is specified, upon receipt of the notice by the President. Acceptaries, shall not be necessary to render their resignation effective.

Section 5. Removal; Vacancies. A Director who misses 3 consecutive board meetings or four total board meetings in a year shall automatically be removed. A Director may be removed at any time, for cause, by a two-thirds (2/3) vote of the members of the Board of Directors then holding office whenever in its judgment the best interests of the Foundation shall be served thereby. Any vacancy, however occurring, in the Board of Directors shall be filled by the original appointing person.

Section 6. Regular Meetings . A regular annual meeting date of the Board of Directors shall be established by resolution of the Board. The Board of Directors may also provide resolution the time and place, within the State of Illinois, and county of DuPage, for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 7. Special Meeting. A special meeting of the Board of Directors may be called by or at the request of the President or any three Directors, and such person or persons may fix any place within the State of Illinois, and County of DuPage, as the place for holding any special meetings of the board so-called.

Section 8. Notice. Except as otherwise prescribed by the laws, written or actual oral notice of the time and place of any meeting of the Board of Directors shall be given at least two days previously thereto. Any Director may waive the notice of any meeting. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, the Articles of Incorporation or by the Bylaws.

Section 9. <u>Action Without a Meeting.</u> Any action required by law to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting, if consents in writing setting forth the action so taken shall be signed by all Directors entitled to vote in respect of the subject thereof.

Section 10. Quorum. A majority of the Directors then in office shall constitute A quorum for the transaction of business at any meeting, provided if less th2t a quorum of Directors is present, a majority of directors present may adjourn the meeting from time to time without further notice.

Section 11. <u>Manor of Action.</u> The act of a majority of the Directors prese:ii: at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law, the articles of incorporation or by these Bylaws.

Section 12. <u>Committees.</u> The Board of Directors, by resolution, may designate and appoint one or more committees of which shall have two or more Directors as members and shall have Directors as a majority of its membership, Which committees, to the extent provided in such resolution, shall have and may exercise the authority of the board of directors and the management of the Foundation. The designation and appointment of such committee, and the delegation thereto of authorit:;, shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law.

# **ARTICLE 5**

#### Officers

Section 1. <u>Principal Officers.</u> The principal officers of the Foundation shall be a President, Vice President, Secretary, Treasurer and such other officers and assistant

officers as may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person.

Section 2 <u>Election and Terms of Office</u>. The officers of the foundation shall be elected annually by the Board of Directors at their regular annual meeting. If the election of officers shall not be held at such meeting, the election shall be held as soon thereafter as conveniently possible. Each officer shall hold office for one year. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 3. <u>President.</u> The President shall be elected from the membership of the Board of Directors and shall, in general, supervise the affairs of the Foundation subject to any directions which may be given by the Board of Directors. The President shall preside at all meetings of the Board of Directors.

Section 4. <u>Vice-President.</u> The Vice-President shall be elected from the membership of the Board of Directors and shall perform the duties and exercise the powers of the President during any absence or disability of the President. The Vice-President shall also serve as President-Elect and shall assume the office of President upon termination of his/her tenure as Vice President.

Section 5 Treasurer. The Treasurer shall be elected from the membership of the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties, in such sum and with such surety and sureties as the Board of Directors shall determine. The Treasurer shall (a) have custody of, and be responsible for, all funds and securities of the Foundation, receive and give receipts for moneys due and payable to the Foundation from any source, and deposit all such money in the name of the Foundation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article 6, Section 3 of the By-Laws; and (b) in general, perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned by the President or the Board of Directors.

Section 6. Secretary. The Secretary shall be elected from the membership of the Board of Directors. The Secretary shall (a) keep the minutes of all meetings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records of the Foundation; (d) keep a register of the post office addresses, telephone and facsimile numbers of each Director which shall be furnished to the Secretary by such Director (as the case may be); and (e) in general, perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned by the President or Board of Directors.

Secretaries and Treasurers shall, respectively, if required by the Board of Directors, give bond for the faithful discharge of their duties, in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and the Assistant Secretaries, in general, shall perform such duties as shall be assigned by the Treasurer of the Secretary, respectively, or by the President of the Board of Directors, and, in addition, an Assistant Secretary shall have all the powers and authorities given to the Secretary.

Section 8. <u>Removal.</u> Any officer may be removed at any time, with or without cause, by a vote of two-thirds (2/3) of the Board of Directors then holding office, whenever in its judgement the best interests of the Foundation shall be served thereby.

Section 9. <u>Resignation.</u> Any officer may resign at any time by a given notice to the Board of Directors or to the President. A resignation of an officer need not be accepted in order to be effective.

Section 10. <u>Vacancy.</u> A vacancy in any office, however caused, rnay be filled by the Board of Directors for the unexpired portion of the term.

### **ARTICLE 6**

Contracts, Checks, Deposits and Funds

Section 1. <u>Contracts.</u> The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of an on the behalf of the Foundation and any such authority may be general or confined to specific instruments.

Section 2 <u>Checks, Drafts, etc.</u> All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Foundation, shall be signed by such officer or officers or agent or agents of the Foundation and in such manner as shall from time to time be determined by resolutimi of the Board of Directors. In the absence of such determination, such instruments may be signed by the Treasurer or Assistant Treasurer and counter signed by the President

Section 3. <u>Deposits.</u> All funds of the Foundation shall be deposited from time to time to the credit of the Foundation in such banks or other depositories as the Board of Directors may select.

Section 4. <u>Gifts.</u> The Board of Directors may accept on the behalf of the Foundation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Foundation.

## **ARTICLE 7**

#### Records

The Foundation shall keep correct and complete records and books of account and shall also keep minutes of the proceedings of the Board of Directors and Committees and shall keep at its registered office or principal office a record giving the names, addresses, telephone and facsimile numbers of the members of the Board of Directors, and any Committees.

# **ARTICLE 8**

#### Fiscal Year

The fiscal year of the Foundation shall be the calendar year.

# **ARTICLE 9**

### **Notices**

Whenever under the provisions of law, the Section 1. Manner of Notice. Articles of Incorporation or these By-Laws, notice is required to be given to any Dir2ctcr, member of any committee designated by the Board of Directors or other person, it shall not be construed to require personal delivery. Such notice may be given in writing by depositing it in a sealed envelope in the United States mail, postage prepaid, or by transmission via facsimile machine with proof of transmission, addressed to such Director, committee member or other person either at such person's address or facsimile number, as it appears on the books of the Foundation or at the business address of a Director, committee member, or other person; and such notice shall be deemed to be given at the time when it is thus deposited in the United States mails or transmitted vis facsimile. Such requirement for notice shall be deemed satisfied, except in case of meetings of members with respect to which written notice is required by law, if actual notice is received orally or in writing by the person entitled thereto as far in advance of the event with respect to which notice is given as the minimum notice period required by law, the Articles of Incorporation or these By-Laws.

Section 2 <u>Waiver of Notice.</u> Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or the By-Laws of the Foundation, d waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice.

### **ARTICLE 10**

#### Indemnification

Each person who at any time is or shall have been a Director, officer, employee or agent of the Foundation, or is or shall have been serving at the request of the Foundation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Foundation in accordance with and to the full extent permitted by the General Not-For-Profit Corporation Act of Illinois as in effect at the time of adoption of this by-law or as amended from time to time. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any by-law, agreement, vote of members or disinterested Directors or othervoise. If authorized by the Board of Directors, the Foundation may purchase and maintain insurance on behalf of any person to the full extent permitted by the General Not-For
Profit Corporation Act of Illinois as in effect at the time of the adoption of this by-law or as amended from time to time.

# **ARTICLE 11**

#### Amendments

The Board of Directors, including the interim Board, may alter, amend or repeal these By-Laws and may adopt new By-Laws.

# **ARTICLE 12**

# Parliamentary Authority

Robert's Rules of Order shall be the preliminary guide for matters not covered by these By-Laws.

### **ARTICLE 13**

#### Dissolution

Section 1. <u>Dissolution of the Foundation</u>. A dissolution of the Foundation shall be authorized by the affirmative vote of two-thirds (2/3) of the Directors then holding office. Notice of meeting to authorize dissolution shall be given to each Director then in office not less than ten (10) days before the meeting and shall state the purpose of the meeting is to vote on dissolution of the Foundation. The notice shall include a copy or summary of the plan for distribution of assets.

If the dissolution is approved, the Foundation shall cease to conduct its affairs except as may be necessary for the winding up of the corporation. It shall immediately cause a Certificate of Dissolution to be executed and filed setting forth: (a) the name c,f the Foundation; (b) the date and place of the meeting of Directors approving the dissolution; and (c) a statement of dissolution was approved by the requisite vote of Directors.

Section 2. In the event of a dissolution, once all debts and obligations have been resolved, all assets of the Foundation, real and personal, shall be distributed to such charitable entity as shall be designated by the Board of Directors and in accordance with the provisions of Article 1.



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:	001
COMPANY NAME:	Child Friendly Courts Foundation dba Safe Harbor
CONTACT PERSON:	Irene F Bahr
CONTACT EMAIL:	irene@bahrandersonlaw.net

### 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.

ns as described above?	Has the Bidder made contributions as described above?
	□ Yes
	<b>⋈</b> No
formation in the table below.	If "Yes", complete the required information in the table be

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

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
Irene F Bahr		irene@bahrandersonlaw.net

### 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 I	Name: Irene F Bahr	Signature: _	
Title:	President Child Friendly Courts Foundation	Date: October 21, 2025	