



# DU PAGE COUNTY

## Judicial and Public Safety Committee

### Final Summary

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

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**Tuesday, November 19, 2024**

**8:00 AM**

**County Board Room**

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**1. CALL TO ORDER**

8:00 AM meeting was called to order by Chair Lucy Evans at 8:02 AM.

**2. ROLL CALL**

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Conor McCarthy (Assistant State's Attorney), Jason Blumenthal (Assistant Director of Operations), Jeff Martynowicz (Chief Financial Officer), Jennifer Sinn (Deputy Chief Financial Officer), Valerie Calvente (Chief Procurement Officer), Evan Shields (Public Information Officer), Barbara Reynolds (Deputy Chief Assistant State's Attorney), Tim Harbaugh (Deputy Director of Facilities), Mark Thomas (Facilities Manager), Craig Dieckman (Director-Office of Homeland Security and Emergency Management), Keith Briggs (Chief of Security), Robert McEllin (Director of Probation), Steve Travia (Director of Transportation), Guy Papa (Chief-Sheriff's Office), Dan Bilodeau (Deputy Chief-Sheriff's Office) and Dan McCarthy (Deputy Chief-Sheriff's Office).

Remote attendees: Candice Adams (Circuit Court Clerk), Suzanne Armstrong (Court Administrator) and Jeff York (Public Defender)

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

<b>PRESENT</b>	Chaplin, Childress, DeSart, Eckhoff, Evans, Gustin, Krajewski, Ozog, Schwarze, Tornatore, Zay, and Yoo
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**3. PUBLIC COMMENT**

No public comment was offered.

**4. CHAIR REMARKS - CHAIR EVANS**

Chair Evans welcomed all to the meeting.

**5. APPROVAL OF MINUTES**

5.A. [24-3081](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, November 5, 2024.

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Liz Chaplin

6. **PROCUREMENT REQUISITIONS**

6.A. [JPS-P-0036-24](#)

Recommendation for the approval of a contract purchase order to William G. Worobec, of the Law Office of William G. Worobec, to provide professional services as a conflict attorney in the Sexually Violent Person Act or Sexually Dangerous Person Act, including appeals in these matters, for the period of December 1, 2024 through November 30, 2025, for a contract total amount not to exceed \$48,000. Other professional services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b). (18th Judicial Circuit Court)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Liz Chaplin

6.B. [JPS-P-0037-24](#)

Recommendation for the approval of a contract purchase order to William G. Worobec, of the Law Office of William G. Worobec, to provide professional services as a Child Protection GAL Attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period of December 1, 2024 through November 30, 2025, for a contract total amount not to exceed \$42,000. Other professional services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b). (18th Judicial Circuit Court)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Liz Chaplin

6.C. [JPS-P-0038-24](#)

Recommendation for the approval of a contract purchase order to Megan Elsner, of Lafata Law LLC, to provide professional services as a Child Protection GAL Attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period of December 1, 2024 through November 30, 2025, for the contract total amount not to exceed \$42,000. Other professional services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b). (18th Judicial

Circuit Court)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Liz Chaplin

6.D. [JPS-P-0039-24](#)

Recommendation for the approval of a contract purchase order issued to Video and Sound Service, Inc., for maintenance and repair of security systems, repair and replace cameras, I-Stars, DVR's and access control systems around the County campus, for the period of December 1, 2024 through November 30, 2026, for a contract total amount not to exceed \$301,582; per bid #24-105-OHSEM. (Office of Homeland Security and Emergency Management/Campus Security)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Liz Chaplin

6.E. [JPS-P-0040-24](#)

Recommendation for the approval of a contract purchase order to Conscisys Corporation, for Professional Software Services, for the period December 1, 2024 through November 30, 2026, for a total contract amount not to exceed \$4,400,000; per renewal of RFP #21-070-CRCT. (Clerk of the Circuit Court)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Dawn DeSart

6.F. [JPS-P-0041-24](#)

Recommendation for the approval of a contract purchase order to DuPage County Health Department, to provide mental health case management services to mentally ill clients, for Probation & Court Services, for the period of December 1, 2024 through November 30, 2025, for a contract total amount not to exceed \$208,000, per Intergovernmental Agreement. (Probation & Court Services)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Liz Chaplin

6.G. [JPS-P-0042-24](#)

Awarding resolution issued to Journal Technologies, Inc., for a case management system and monthly storage costs, for the Public Defender's Office, for the period of December 1, 2024 through November 30, 2025, for a contract total amount of \$245,240; per RFP #17-143-BF. (Public Defender's Office)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Patty Gustin

7. **RESOLUTIONS**

7.A. [JPS-R-0014-24](#)

Authorization to participate as a member in the Illinois Emergency Management Mutual Aid System Response pursuant to an Intergovernmental Agreement for the establishment of a Mutual Aid Intergovernmental Service Agreement (Office of Homeland Security and Emergency Management)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Brian Krajewski
<b>SECONDER:</b>	Patty Gustin

8. **BUDGET TRANSFERS**

8.A. [24-3082](#)

Transfer of funds from account no. 1000-5900-52100 (IT Equipment Small Value) to account no. 1000-5900-54100 (IT Equipment) in the amount of \$4,840 to cover additional labor costs to have project work completed after hours so as not to shut down traffic courtrooms. This request is associated with PO #6966, Change Order #1. (18th Judicial Circuit Court)

Member Eckhoff inquired as to what type of work is being done in the traffic courtrooms. Court Administrator Suzanne Armstrong responded that technology is being added in these courtrooms which will allow interpreters to join remotely, if needed. Member DeSart then asked why this item and item 9.B., which seem to be associated, were both on the agenda. Court Administrator Armstrong explained that this budget transfer is necessary to move the funds from one account to another, while item 9.B. is the actual request for approval to amend the purchase order.

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Grant Eckhoff
<b>SECONDER:</b>	Jim Zay

8.B. [24-3083](#)

Transfer of funds from account no. 1000-4400-54107 (software) to account no. 1000-4400-54100 (IT equipment) in the amount of \$5,000 necessary to cover additional costs for Axon cameras. (Sheriff's Office)

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

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

9. ACTION ITEMS

9.A. [JPS-CO-0012-24](#)

Amendment to Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., for a case management system, to increase funds in the amount of \$14,600 for additional monthly storage, for a new contract total amount of \$897,325.76, a 1.65% increase. (Public Defender's Office)

Member Zay inquired if the Public Defender's Office has been successful in eliminating from this contract the high cost of digital storage of archived cases. Public Defender Jeff York replied that he is working with both the IT Department and the vendor to find a solution to this.

Member Yoo asked for an explanation of the \$14,600 which is in addition to the \$245,000 already approved. Public Defender York explained that the \$245,000 previously approved is for next year's contract for a case management system as well as for storage. The \$14,600 is to pay for the storage costs for the remainder of this year. Further, Member Yoo asked about the \$897,325.76 contract amount. Public Defender York responded that this is the total amount of the 5-year contract, including software rental. The \$245,000 recently approved is for the 6th year of the contract.

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Dawn DeSart

9.B. [JPS-CO-0013-24](#)

Recommendation for the approval of an amendment to contract purchase order #6966-0001 SERV, issued to Conference Technologies, Inc., for additional labor costs incurred due to our request for after-hours service in the amount of \$4,840, for a new total contract amount of \$140,530.65, an increase of 3.57%. (18th Judicial Circuit Court)

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

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

9.C. [24-3084](#)

Logicalis, 4802-1 SERV - This Purchase Order is decreasing in the amount of \$18,276.91 and closing due to expiration of the contract. (Circuit Court Clerk)

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

<b>RESULT:</b>	ADOPTED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Liz Chaplin

9.D. [24-3085](#)

Level 3 Financing, Inc., 4803-1 SERV - This Purchase Order is decreasing in the amount of \$70,721.04 and closing due to contract expiration. (Circuit Court Clerk)

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

<b>RESULT:</b>	ADOPTED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Liz Chaplin

10. **OLD BUSINESS**

No old business was offered.

11. **NEW BUSINESS**

Member Mary Ozog commented that all elected officials need to be mindful of the content of their social media posts.

**MOTION TO ENTER EXECUTIVE SESSION**

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

<b>RESULT:</b>	ENTER INTO EXECUTIVE SESSION
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Liz Chaplin

12. **EXECUTIVE SESSION**

12.A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (8) - Security procedures and the use of personnel and equipment to respond to an actual, threatened, or reasonably potential danger to the safety of employees, staff, the public, or public property.

**MOTION TO LEAVE EXECUTIVE SESSION**

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

<b>RESULT:</b>	APPROVED
<b>AYES:</b>	Chaplin, Childress, DeSart, Eckhoff, Evans, Gustin, Krajewski, Ozog, Schwarze, Tornatore, Zay, and Yoo

**13. ADJOURNMENT**

With no further business, the meeting was adjourned at 8:35 AM. The next meeting is scheduled for Tuesday, December 3, 2024 at 8:00 AM.



# Minutes

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

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**File #: 24-3081**

**Agenda Date: 11/19/2024**

**Agenda #: 5.A.**

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# DU PAGE COUNTY

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

## Judicial and Public Safety Committee Final Summary

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**Tuesday, November 5, 2024**

**8:00 AM**

**County Board Room**

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**1. CALL TO ORDER**

8:00 AM meeting was called to order by Chair Lucy Evans at 8:02 AM.

**2. ROLL CALL**

Staff in attendance:

Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Paul Bruckner (Deputy Chief Assistant State's Attorney), Jason Blumenthal (Assistant Director of Operations), Evan Shields (Public Information Officer), Tim Harbaugh (Deputy Director of Facilities), Jennifer Sinn (Deputy Chief Financial Officer), Valerie Calvente (Chief Procurement Officer), Barbara Reynolds (Deputy Chief Assistant State's Attorney) and DeAndre Redd (Procurement).

Remote attendee:

Jeff York, Public Defender

Other Board Members in attendance:

Member Paula Garcia

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

**3. PUBLIC COMMENT**

No public comment was offered.

**4. CHAIR REMARKS - CHAIR EVANS**

Chair Evans did not offer any remarks.

**5. APPROVAL OF MINUTES**

5.A. [24-2923](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, October 15, 2024.

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Dawn DeSart

6. **PROCUREMENT REQUISITIONS**

6.A. [JPS-P-0033-24](#)

Recommendation for the approval of a contract purchase order to Streicher's, Inc., for the purchase of ballistic and stab resistant armor for the deputies, for the Sheriff's Office, for the period of December 1, 2024 through November 30, 2025, for a contract total not to exceed \$165,000. Contract pursuant to the Governmental Joint Purchasing Act, NASPO contract pricing - Master Agreement #164720. (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Michael Childress

6.B. [JPS-P-0034-24](#)

Recommendation for the approval of a contract purchase order to Heartland Business Systems, to provide security updates for the Sheriff's Office, for the period of October 24, 2024 through December 20, 2025, for a contract total not to exceed \$196,876.61. Contract pursuant to the TIPS Contract # 220105. (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Dawn DeSart

6.C. [JPS-P-0035-24](#)

Recommendation for the approval of a contract purchase order to CDW Government, LLC, to purchase equipment and provide back-up media and off-line back up for the Sheriff's Office, for the period of November 12, 2024 through November 11, 2025, for a contract not to exceed \$51,030.84. Contract-National IPA Technology Solutions (2018011) (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Dawn DeSart

6.D. [24-2933](#)

Recommendation for the approval of a contract purchase order to Midwest Office Interiors, for the purchase of new office furniture, for the Sheriff's Office, for the period of November 5, 2024 through November 4, 2025, for a contract total amount not to exceed \$26,683.33; pursuant to Omnia Contract #R191802 (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Brian Krajewski

## 7. ACTION ITEMS

### 7.A. [JPS-CO-0011-24](#)

Amendment to Purchase Order 6738-0001 SERV, issued to Streicher's, Inc., to increase the contract encumbrance in the amount of \$30,000, for a new contract total not to exceed \$195,000, an increase of 18.18%. (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Dawn DeSart

## 8. INFORMATIONAL

### 8.A. [24-2924](#)

Informational - Public Defender's Office Monthly Statistical Report - September 2024. (Public Defender's Office)

Member DeSart questioned some of the case totals referred to in the September Statistical Report in terms of the number of offenders being released. Public Defender Jeff York responded to her inquiry. Further, he referred her to the Circuit Court Clerk's portal for more detailed statistics on detention and release rates.

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

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Michael Childress

## 9. OLD BUSINESS

No old business was offered.

## 10. NEW BUSINESS

Questions and comments were brought forward by Members Eckhoff, Zay, Chaplin, Ozog and Krajewski concerning potential modifications to the Circuit Court Clerk's Office to enhance security. Responses were offered by Nick Kottmeyer, Tim Harbaugh and Jason Blumenthal. There was a consensus among the members to discuss this matter further during an executive session at the next Judicial and Public Safety Committee meeting on Tuesday, November 19, 2024.

## 11. ADJOURNMENT

With no further business, the meeting was adjourned at 8:27 AM. The next meeting is scheduled

for Tuesday, November 19, 2024 at 8:00 AM.



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

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

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**File #:** JPS-P-0036-24

**Agenda Date:** 11/19/2024

**Agenda #:** 6.A.

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AWARDING RESOLUTION ISSUED TO  
WILLIAM G. WOROBEK  
OF THE LAW OFFICE OF WILLIAM G. WOROBEK  
FOR AN AGREEMENT TO PROVIDE PROFESSIONAL SERVICES  
TO THE 18TH JUDICIAL CIRCUIT COURT  
(CONTRACT TOTAL AMOUNT \$48,000)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract purchase order for professional services as a conflict attorney in the Sexually Violent Person Act or Sexually Dangerous Person Act, including appeals in these matters, for the period of December 1, 2024 through November 30, 2025, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract purchase order for professional services as a conflict attorney in the Sexually Violent Person Act or Sexually Dangerous Person Act, including appeals in these matters, for the period of December 1, 2024 through November 30, 2025, for the 18th Judicial Circuit Court, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to William G. Worobec of the Law Office of William G. Worobec, 207 Reber St, Suite 201, Wheaton, IL 60187, for a contract total amount not to exceed \$48,000.

Enacted and approved this 26th day of November, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: JPS-P-0036-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$48,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$48,000.00
	CURRENT TERM TOTAL COST: \$48,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Law Office of William G. Worobec	VENDOR #: 12961	DEPT: 18th Judicial Circuit Court	DEPT CONTACT NAME: Katherine Thompson
VENDOR CONTACT: William G. Worobec	VENDOR CONTACT PHONE: 630-665-3400	DEPT CONTACT PHONE #: 630-407-8788	DEPT CONTACT EMAIL: katherine.thompson@18thjudicial.org
VENDOR CONTACT EMAIL: William.Worobec@yahoo.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional services as a conflict attorney appointed to represent defendants by the court in cases where Public Defender has a conflict and in cases under the Sexually Violent Persons Commitment Act for the period of December 1, 2024 through November 30, 2025.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Conflict attorney assigned to represent defendants in Sexually Violent Persons as well as criminal matters in cases where the County Public Defender may not represent a party, including appeals in these matters.			

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

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. Attorney William G. Worobec has been successfully filling the position and the Judiciary wishes to continue to have him in the position.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Recommend to approve the renewal contract with attorney William G. Worobec 2. To hire an attorney and add this position to the court's headcount 3. Appoint individual private attorneys per case, this would be significantly more expensive

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


<b>SECTION 5: Purchase Requisition Information</b>			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Law Office of William G. Worobec	Vendor#: 12961	Dept: 18th Judicial Circuit Court	Division:
Attn: William G. Worobec	Email: William.Worobec@yahoo.com	Attn: Katherine Thompson	Email: Katherine.thompson@18thjudicial.org
Address: 207 Reber Street, Suite 201	City: Wheaton	Address: 505 N. County Farm, Room 2015	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630-665-3400	Fax: 630-260-0040	Phone: 630-407-8788	Fax: 630-407-8836
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: (same as above)	Vendor#:	Dept: (same as above)	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2024	Contract End Date (PO25): Nov 30, 2025

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	12	EA	Service	Legal Services for SVP and conflict cases	FY25	1000	5900	53030		4,000.00	48,000.00
										Requisition Total	\$ 48,000.00

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

**Comments**

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



## AGREEMENT

This AGREEMENT (“Agreement”) is effective as of the 1<sup>st</sup> day of December, 2024, and is entered into by and between the Eighteenth Judicial Circuit Court of DuPage County, (“COURT”), and William G. Worobec, of the Law Office of William G. Worobec (“ATTORNEY”) an attorney licensed to practice law in the State of Illinois.

## RECITALS

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

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

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

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term and Termination of Agreement:**
  - 2.1 **Term.** This Agreement is for a term commencing December 1, 2024, through November 30, 2025.
  - 2.2 **Termination.** Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days’ notice. In addition, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for 15 days after receipt by the breaching party of written notice of such breach from the non-breaching party.
3. **Scope of Services:** Attorney agrees to provide representation to defendants in Sexually Violent Persons and Sexually Dangerous Person matters as well as criminal matters in cases where the DuPage County Public Defender may not represent a party, including appeals in these matters. The Court may, from time to time, request changes in the scope of services. Any such changes shall be documented by an amendment to this Agreement in accordance with State and County laws.
4. **Compensation and Payment:** Compensation for Services during the initial term shall not exceed \$48,000.00 payable in monthly payments upon presentation of an invoice. Compensation shall be based on actual Services performed during the Term of this Agreement and the Court shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Court shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Court be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Attorney shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Court. The Court will process payment in its normal course of business.

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

- 9.3 Good Standing. Attorney is not in default and has not been deemed by the Court to be in default under any other Agreement with the Court during the five (5) year period immediately preceding the effective date of this Agreement.
- 9.4 Authorization. In the event Attorney is an entity other than a sole proprietorship, Attorney represents that he has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Attorney is duly authorized by Attorney and has been made with complete and full authority to commit Attorney to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Attorney.
- 9.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Attorney in relation to this Agreement or as an inducement for award of this Agreement.
- 9.6 Malpractice Insurance Coverage. At all times during the term of this Agreement, the Attorney shall maintain, at his/her sole expense, malpractice insurance coverage for the Attorney, its employees, officers and independent contractors.
10. **Independent Contractor:** It is understood and agreed that the relationship of Attorney to the Court is and shall continue to be that of an independent contractor and neither Attorney nor any of Attorney's employees shall be entitled to receive County employee benefits. As an independent contractor, Attorney agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Attorney agrees that neither Attorney nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Court. Attorney hereby represents that Attorney's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) has been provided to the Chief Judge's office.
11. **Indemnification:** Attorney agrees to indemnify and hold harmless the Court and DuPage County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Attorney or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Attorney and Court shall not be deemed to have waived any rights, protections or immunities provided by law including, without limitation, those immunities provided under 745 ILCS 5/0.01, et. seq. (State Lawsuit Immunity Act) and 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act).

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

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

**IF TO THE ATTORNEY:** William G. Worobec  
Law Office of William G. Worobec  
207 Reber St. Suite 201  
Wheaton, IL 60187

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

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

**EIGHTEENTH JUDICIAL CIRCUIT  
COURT**

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

Bonnie M. Wheaton  
Chief Judge

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

11-4-24

**ATTORNEY**

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

William G. Worobec

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

11/4/24



# Required Vendor Ethics Disclosure Statement

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

Date: 11/4/24

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

Company Name: <u>LAW OFFICE OF WILLIAM B. WORDOBEC PC</u>	Company Contact: <u>WILLIAM B. WORDOBEC</u>
Contact Phone: <u>630-665-3400</u>	Contact Email: <u>WILLIAM.WORDOBEC@DUPAGE.COM</u>

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
<u>CITIZENS / SAM TORNATORE</u>	<u>LAW OFFICE OF WILLIAM B. WORDOBEC</u>	<u>CASH (CHECK)</u>	<u>\$100.00</u>	<u>9/25/24</u>

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

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

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

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

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

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

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

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

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

Authorized Signature: \_\_\_\_\_  
 Printed Name: WILLIAM B. WORDOBEC  
 Title: ATTORNEY  
 Date: 11/4/24

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



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**File #:** JPS-P-0037-24

**Agenda Date:** 11/19/2024

**Agenda #:** 6.B.

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AWARDING RESOLUTION ISSUED TO  
WILLIAM G. WOROBEK  
OF THE LAW OFFICE OF WILLIAM G. WOROBEK  
FOR AN AGREEMENT TO PROVIDE PROFESSIONAL SERVICES  
TO THE 18TH JUDICIAL CIRCUIT COURT  
(CONTRACT TOTAL AMOUNT \$42,000)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to provide professional services as a Child Protection GAL Attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period of December 1, 2024 through November 30, 2025, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide professional services as a Child Protection GAL Attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period of December 1, 2024 through November 30, 2025, for the 18th Judicial Circuit Court, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to William G. Worobec of the Law Office of William G. Worobec, 207 Reber St, Suite 201, Wheaton, IL 60187, for a contract total amount not to exceed \$42,000.

Enacted and approved this 26th day of November, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: JPS-P-0037-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$42,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$42,000.00
	CURRENT TERM TOTAL COST: \$42,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Law Offices of William G. Worobec	VENDOR #: 12961	DEPT: 18th Judicial Circuit Court	DEPT CONTACT NAME: Katherine Thompson
VENDOR CONTACT: William G. Worobec	VENDOR CONTACT PHONE: 630-665-3400	DEPT CONTACT PHONE #: 630-407-8788	DEPT CONTACT EMAIL: katherine.thompson@18thjudicial.org
VENDOR CONTACT EMAIL: William.Worobec@yahoo.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional services as a Child Protection GAL Attorney assigned to juvenile cases for the period of December 1, 2024 through November 30, 2025 for a total of \$42,000.00.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Statutory need for the court to appoint an attorney for representation of juvenile cases. Attorneys are appointed by the Court to represent abused, neglected, dependent or delinquent minors or family members in cases where the DuPage County Public Defender may not represent a party, including appeals in these matters.			

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

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source. Position was posted on the county website, and applicants were interviewed.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). <ol style="list-style-type: none"> <li>1. To approve contract with Law Office of William G. Worobec, attorney William G. Worobec.</li> <li>2. To appoint individual private attorneys per case, this would be significantly more expensive.</li> <li>3. Add a juvenile conflict attorney to the court's headcount.</li> </ol>

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


<b>SECTION 5: Purchase Requisition Information</b>			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Law Office of William G. Worobec	Vendor#: 12961	Dept: 18th Judicial Circuit Court	Division:
Attn: William G. Worobec	Email: William.Worobec@yahoo.com	Attn: Katherine Thompson	Email: Katherine.thompson@18thjudicial.org
Address: 207 Reber Street, Suite 201	City: Wheaton	Address: 505 N. County Farm, Room 2015	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630-665-3400	Fax: 630-260-0040	Phone: 630-407-8788	Fax: 630-407-8836
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: (same as above)	Vendor#:	Dept: (same as above)	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2024	Contract End Date (PO25): Nov 30, 2025



**Purchase Requisition Line Details**

LN	Qty	UDM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	12	EA	Monthly Svcs	Child Protection GAL Attorney	FY25	1000	5900	53030		3,500.00	42,000.00
										Requisition Total	\$ 42,000.00

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

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

## AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of December 2024, and is entered into by and between the Eighteenth Judicial Circuit Court of DuPage County, ("COURT"), and William G. Worobec, of the Law Office of William G. Worobec ("ATTORNEY") an attorney licensed to practice law in the State of Illinois.

## RECITALS

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

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

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

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

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6. **Events of Default and Remedies.**

6.1 **Events of Default.** Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by Attorney in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Attorney in this Agreement; or (iii) Failure of Attorney to perform in accordance with or comply with the terms and conditions of this Agreement.

6.2 **Remedies.** In the event Attorney defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the Court, the following actions may be taken by the Court: (i) This Agreement may be terminated immediately; and (ii) The Court may deem Attorney non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the Court may pursue any and all other remedies available at law or equity.

7. **Assignment:** Neither party may assign this Agreement nor any obligations imposed hereunder without the prior written consent of the other party.

8. **Confidentiality of Documents:** In the performance of Services, Attorney may have access to certain information that is not generally known to others ("Confidential Information") and other information covered by the Juvenile Court Act. Attorney agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the Court. Attorney shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Attorney disseminate any information regarding Services without the prior written consent of the Court. Attorney agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Attorney under this Agreement. The terms of this Paragraph shall survive the expiration or termination of this Agreement.

9. **Representations and Warranties of Attorney:** Attorney represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

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

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Wheaton, IL 60187  
Attn: Suzanne H. Armstrong, Court Administrator

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Law Office of William G. Worobec  
207 Reber Street, Suite 201  
Wheaton, IL 60187

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

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

**EIGHTEENTH JUDICIAL CIRCUIT  
COURT**

**ATTORNEY**

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

Bonnie M. Wheaton  
Chief Judge

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

11-4-24

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

William G. Worobec

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

11/3/24



# Required Vendor Ethics Disclosure Statement

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

Date: 11/4/24

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

Company Name: <u>LAW OFFICE OF WILLIAM B. WORDOBEC PC</u>	Company Contact: <u>WILLIAM B. WORDOBEC</u>
Contact Phone: <u>630-665-3400</u>	Contact Email: <u>WILLIAM.WORDOBEC@DUPAGE.COM</u>

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
<u>CITIZENS / SAM TORNATORE</u>	<u>LAW OFFICE OF WILLIAM B. WORDOBEC</u>	<u>CASH (CHECK)</u>	<u>\$100.00</u>	<u>9/25/24</u>

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

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

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

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

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

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

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

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

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

Authorized Signature: \_\_\_\_\_  
 Printed Name: WILLIAM B. WORDOBEC  
 Title: ATTORNEY  
 Date: 11/4/24

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



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

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

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**File #:** JPS-P-0038-24

**Agenda Date:** 11/19/2024

**Agenda #:** 6.C.

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AWARDING RESOLUTION ISSUED TO  
MEGAN ELSNER  
OF LAFATA LAW LLC.  
FOR AN AGREEMENT TO PROVIDE PROFESSIONAL SERVICES  
TO THE 18TH JUDICIAL CIRCUIT COURT  
(CONTRACT TOTAL AMOUNT \$42,000)

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

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to provide professional services as a Child Protection GAL Attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period of December 1, 2024 through November 30, 2025, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide professional services as a Child Protection GAL Attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period of December 1, 2024 through November 30, 2025 for the 18th Judicial Circuit Court, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Megan Elsner of Lafata Law LLC., 2100 Manchester Road, Suite C1720, Wheaton, IL 60187, for a contract total amount not to exceed \$42,000.

Enacted and approved this 26th day of November, 2024 at Wheaton, Illinois.

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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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: JPS-P-0038-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$42,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/19/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$42,000.00
	CURRENT TERM TOTAL COST: \$42,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Lafata Law LLC.	VENDOR #:	DEPT: 18th Judicial Circuit Court	DEPT CONTACT NAME: Katherine Thompson
VENDOR CONTACT: Megan Elsner	VENDOR CONTACT PHONE: 630-926-5858	DEPT CONTACT PHONE #: 630-407-8788	DEPT CONTACT EMAIL: katherine.thompson@18thjudicial.org
VENDOR CONTACT EMAIL: Megan@LafataLaw.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional services as a Child Protection GAL Attorney assigned to juvenile cases for the period of December 1, 2024 through November 30, 2025 for a total of \$42,000.00.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Statutory need for the court to appoint an attorney for representation of juvenile cases. Attorneys are appointed by the Court to represent abused, neglected, dependent or delinquent minors or family members in cases where the DuPage County Public Defender may not represent a party, including appeals in these matters.			

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

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source. Position was posted on the county website, and applicants were interviewed.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. To approve contract with Megan Elsner of Lafata Law LLC. 2. To appoint individual private attorneys per case, this would be significantly more expensive. 3. Add a juvenile conflict attorney to the court's headcount.




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

<b>SECTION 5: Purchase Requisition Information</b>			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Lafata Law LLC.	Vendor#:	Dept: 18th Judicial Circuit Court	Division:
Attn: Megan Elsner	Email: Megan@LafataLaw.com	Attn: Katherine Thompson	Email: katherine.thompson@18thjudicial.org
Address: 2100 Manchester Rd. Suite C1720	City: Wheaton	Address: 505 N. County Farm, Room 2015	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630-926-5858	Fax:	Phone: 630-407-8788	Fax: 630-407-8836
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: (same as above)	Vendor#:	Dept: (same as above)	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2024	Contract End Date (PO25): Nov 30, 2025

**Purchase Requisition Line Details**

LN	Qty	UDM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	12	EA	Monthly Svcs	Child Protection GAL Attorney	FY25	1000	5900	53030		3,500.00	42,000.00
										Requisition Total	\$ 42,000.00

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

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

## AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of December 2024, and is entered into by and between the Eighteenth Judicial Circuit Court of DuPage County, ("COURT"), and Megan Elsner, of Lafata Law LLC. ("ATTORNEY") an attorney licensed to practice law in the State of Illinois.

## RECITALS

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

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

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

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

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

- 9.3 Good Standing. Attorney is not in default and has not been deemed by the Court to be in default under any other Agreement with the Court during the five (5) year period immediately preceding the effective date of this Agreement.
- 9.4 Authorization. In the event Attorney is an entity other than a sole proprietorship, Attorney represents that he/she has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Attorney is duly authorized by Attorney and has been made with complete and full authority to commit Attorney to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Attorney.
- 9.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Attorney in relation to this Agreement or as an inducement for award of this Agreement.
- 9.6 Malpractice Insurance Coverage. At all times during the term of this Agreement, the Attorney shall maintain, at his/her sole expense, malpractice insurance coverage for the Attorney, its employees, officers and independent contractors.
10. **Independent Contractor:** It is understood and agreed that the relationship of Attorney to the Court is and shall continue to be that of an independent contractor and neither Attorney nor any of Attorney's employees shall be entitled to receive County employee benefits. As an independent contractor, Attorney agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Attorney agrees that neither Attorney nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Court. Attorney hereby represents that Attorney's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) has been provided to the Chief Judge's office.
11. **Indemnification:** Attorney agrees to indemnify and hold harmless the Court and DuPage County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Attorney or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Attorney and Court shall not be deemed to have waived any rights, protections or immunities provided by law including, without limitation, those immunities provided under 745 ILCS 5/0.01, et. seq. (State Lawsuit Immunity Act) and 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act).

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

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


**IF TO THE ATTORNEY:** Megan Elsner  
Lafata Law LLC.  
2100 Manchester Road, Suite C1720  
Wheaton, IL 60187

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

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

**EIGHTEENTH JUDICIAL CIRCUIT  
COURT**

**ATTORNEY**

By:   
Bonnie M. Wheaton  
Chief Judge

By:   
Megan Elsner

Date: 11-6-24

Date: 11/6/2024



# Required Vendor Ethics Disclosure Statement

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

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

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

Company Name: LAFATA LAW LLC	Company Contact: Megan Elsner
Contact Phone: 6926-5858	Contact Email: megan@LafataLaw.com

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Friends of Chantelle Porter	Lafata Law LLC	Cash	\$250.00	Oct 27, 2023

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

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

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

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

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

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

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

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

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

Authorized Signature

[Redacted Signature]

Printed Name

Megan Elsner

Title

Owner / Partner

Date

11/5/2024

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



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

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

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**File #:** JPS-P-0039-24

**Agenda Date:** 11/19/2024

**Agenda #:** 6.D.

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AWARDING RESOLUTION ISSUED TO  
VIDEO AND SOUND SERVICE, INC.  
FOR MAINTENANCE AND REPAIR OF SECURITY SYSTEMS,  
REPAIR AND REPLACE CAMERAS, I-STARS, DVR'S AND  
ACCESS CONTROL SYSTEMS AROUND THE COUNTY CAMPUS  
(CONTRACT TOTAL AMOUNT \$301,582)

WHEREAS, bids have been accepted 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 Video and Sound Service, Inc., for maintenance and repair of security systems, repair and replace cameras, I-Stars, DVR's and access control systems around the County campus.

NOW, THEREFORE, BE IT RESOLVED, that said contract is for maintenance and repair of security systems, repair and replace cameras, I-Stars, DVR's and access control systems around the County campus, for the period of December 1, 2024 through November 30, 2026, per bid #24-105-OHSEM, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Video and Sound Service, Inc., 40 W. Lake Street, Northlake, IL 60164, for a contract total amount of \$301,582.

Enacted and approved this 26<sup>th</sup> day of November, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK





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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
MINUTETRAQ ID#: JPS-P-0039-24	RFP, BID, QUOTE OR RENEWAL #: 24-105-OHSEM	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$301,582.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/19/2024	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$603,164.00
	CURRENT TERM TOTAL COST: \$301,582.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Video and Sound Service, Inc.	VENDOR #:	DEPT: OHSEM/Security	DEPT CONTACT NAME: Keith J. Briggs
VENDOR CONTACT: Chris Sokacz	VENDOR CONTACT PHONE: 708 562-6316	DEPT CONTACT PHONE #: 630-407-5225	DEPT CONTACT EMAIL: keith.briggs@dupagecounty.gov
VENDOR CONTACT EMAIL: csokacz@videosoundinc.com	VENDOR WEBSITE: https://videosoundinc.com/	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract to maintain and repair security systems, repair and replace cameras, I-Stars, DVR's and access control systems around the county campus.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Periodically security cameras, I-Stars, DVR's and access control systems fail and need to be repaired and/or replaced to continue the safety and security of all who come on the county campus.			

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

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
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).

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

<b>SECTION 5: Purchase Requisition Information</b>			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Video and Sound Service, Inc.	Vendor#:	Dept: OHSEM	Division: Security
Attn: Chris Sokacz	Email: csokacz@videosoundinc.com	Attn: Keith J. Briggs	Email: keith.briggs@dupagecounty.gov
Address: 40 W. Lake St.	City: Northlake	Address: 421 N. County Farm Rd.	City: Wheaton
State: Illinois	Zip: 60164	State: Illinois	Zip: 60187
Phone: 708-562-6316	Fax: 708-562-6351	Phone: 630-407-5225	Fax: 630-407-5220
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Video and Sound Service, Inc.	Vendor#:	Dept: OHSEM	Division: Security
Attn: Chris Sokacz	Email: csokacz@videosoundinc.com	Attn: Keith J. Briggs	Email: keith.briggs@dupagecounty.gov
Address: 40 W. Lake St.	City: Northlake	Address: 421 N. County Farm Rd.	City: Wheaton
State: Illinois	Zip: 60164	State: Illinois	Zip: 60187
Phone: 708-562-6316	Fax: 708-562-6351	Phone: 630-407-5225	Fax: 630-407-5220
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2024	Contract End Date (PO25): Nov 30, 2026
Contract Administrator (PO25): Keith Briggs			

**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		Maintenance Service Contract	FY25	1000	1130	53370		150,791.00	150,791.00
2	1	EA		Maintenance Service Contract	FY26	1000	1130	53370		150,791.00	150,791.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 301,582.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. The contract purchase order is to provide Proximity Access Control Systems, Camera Maintenance and Repair per Bid# 24-105-OHSEM from December 1, 2024 through November 30, 2026 for a contract amount not to exceed \$301,582.00
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE  
 FINANCE - PROCUREMENT  
 CAMPUS SECURITY SYSTEM MAINTENANCE &  
 REPAIR 24-105-OHSEM  
 BID TABULATION

✓

				Video and Sound Service, Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Regular Hours Monday - Friday, 6:00 am - 4:30 pm	HR	300	\$ 145.00	\$ 43,500.00
2	Overtime Hours: Monday - Friday, after 4:30 pm, Saturday, Sunday & Holidays	HR	72	\$ 218.00	\$ 15,696.00
3	Creative Technologies	HR	20	\$ 200.00	\$ 4,000.00
4	Dial-Up Mobilization Charge	HR	1	\$ 145.00	\$ 145.00
5	Initial Site Visit Mobilization Fee / Trip Charge	EA	110	\$ 145.00	\$ 15,950.00
NO.	ITEM	EST. VALUE		% MARK-UP or DISCOUNT	EXTENDED PRICE
6	Material and Replacement Items	\$	65,000.00	10%	\$ 71,500.00
<b>GRAND TOTAL</b>					<b>\$ 150,791.00</b>

NOTES

Bid Opening 10/17/2024 @ 2:30 PM	BR, HK
Invitations Sent	102
Total Vendors Requesting Documents	5
Total Bid Responses	1

**SECTION 7 - BID FORM PRICING**

**Section 1**

The Contractor shall provide a firm percentage mark-up (+) or discount (-) to Contractor's invoiced prices. The estimated value listed is for bid canvassing purposes only and shall not be considered a guarantee of work. All goods are to be shipped F.O.B. Destination.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Regular Hours - Monday - Friday, 6:00 am - 4:30 pm	HR	300	\$ 145	\$ 43,500
2	Overtime Hours - Monday - Friday after 4:30 pm, Saturday, Sunday & Holidays	HR	72	\$ 218	\$ 15,696
3	Creative Technologies	HR	20	\$ 200	\$ 4,000
4	Dial-Up Mobilization Charge (Can only be applied once per assigned release)	HR	1	\$ 145	\$ 145
5	Initial Site Visit Mobilization Fee / Trip Charge	EA	110	\$ 145	\$ 15,950
NO	ITEM	EST. VALUE		% MARK-UP or DISCOUNT	EXTENDED PRICE
6	Material and Replacement Items - Cameras, Monitors, Touch Screens, OMRON Controllers, Recorders, Ribbon Cables, Card Access (Readers, Strikes Modules, Circuit Boards) Equipment and Other Equipment and Materials as Needed	\$ 65,000.00		10% Mark- UP	\$ 71,500
<b>GRAND TOTAL</b>					<b>\$ 150,791</b>
<b>GRAND TOTAL</b> One hundred forty four thousand, three hundred and one dollars (In words)					

**Section 2 – Parts**

Provide pricing for the following items to be furnished if and when required by the County.

<b>NO</b>	<b>ITEM</b>	<b>UOM</b>	<b>QTY</b>	<b>PRICE</b>
1	Card Reader - HID Prox Point Plus 6005	EA	1	\$ 117
2	Card Reader - HID Thin Line II 5395	EA	1	\$ 221
3	Card Reader - HID Mini Prox 5365	EA	1	\$ 219
4	Duress Button - Honeywell 269R	EA	1	\$ 28
5	iStar Ultra Door Controller	EA	1	\$ 2977
6	iStar Edge Door Controller	EA	1	\$ 1921

SECTION 8 - BID FORM SIGNATURE PAGE

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

X Signature on file  
\_\_\_\_\_  
(Signature and Title)

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 7 day of October AD, 2024

\_\_\_\_\_  
(Notary Public) My Commission Expires: 6/15/2025

\_\_\_\_\_  
SEAL

## Briggs, Keith

---

**From:** Rovik, Brian  
**Sent:** Monday, November 4, 2024 1:55 PM  
**To:** Briggs, Keith  
**Subject:** Fw: Bid Receipt - CAMPUS SECURITY SYSTEM MAINTENANCE & REPAIR 24-105-OHSEM

Chief,

Please see below.

Thank you,

Brian Rovik  
Buyer I  
DuPage County Finance – Procurement  
421 N. County Farm Road  
Wheaton, IL 60187  
630-407-6132  
[brian.rovik@dupagecounty.gov](mailto:brian.rovik@dupagecounty.gov)

[DuPage County Vendor Registration](#)



# DUPAGECOUNTY

---

**From:** Chris Sokacz <[csokacz@videosoundinc.com](mailto:csokacz@videosoundinc.com)>  
**Sent:** Monday, November 4, 2024 12:45 PM  
**To:** Rovik, Brian <[Brian.Rovik@dupagecounty.gov](mailto:Brian.Rovik@dupagecounty.gov)>  
**Subject:** RE: Bid Receipt - CAMPUS SECURITY SYSTEM MAINTENANCE & REPAIR 24-105-OHSEM

[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.]

Hello Brian,

There was a change made before I submitted the bid and I didn't update the Grand Total written. It should read, **One Hundred Fifty Thousand, Seven Hundred and Ninety One Dollars.**

Thank You!



Since 1974

**Chris Sokacz**  
Sales Executive

Video and Sound Service, Inc | *Your Leader in Security Integration*  
40 W Lake Street Northlake, IL 60164  
**office:** (708) 562-6316 Cell: Cell number on file  
**email:** [csokacz@videosoundinc.com](mailto:csokacz@videosoundinc.com)



**From:** Rovik, Brian <Brian.Rovik@dupagecounty.gov>  
**Sent:** Monday, November 4, 2024 12:19 PM  
**To:** Chris Sokacz <csokacz@videosoundinc.com>  
**Subject:** Re: Bid Receipt - CAMPUS SECURITY SYSTEM MAINTENANCE & REPAIR 24-105-OHSEM

Hi Chris,

I hope all is well.

I just noticed a discrepancy on your bid response's price page. A Grand Total of \$150,791.00 was entered, which is an accurate total of the extended prices provided. However, this doesn't match the "Grand Total (In words)".

Please confirm the Grand Total (In words).

Thank you,

Brian Rovik  
Buyer I  
DuPage County Finance – Procurement  
421 N. County Farm Road  
Wheaton, IL 60187  
630-407-6132  
[brian.rovik@dupagecounty.gov](mailto:brian.rovik@dupagecounty.gov)

[DuPage County Vendor Registration](#)



**DUPAGECOUNTY**

---

**From:** Chris Sokacz <[csokacz@videosoundinc.com](mailto:csokacz@videosoundinc.com)>  
**Sent:** Wednesday, October 23, 2024 10:11 AM  
**To:** Rovik, Brian <[Brian.Rovik@dupagecounty.gov](mailto:Brian.Rovik@dupagecounty.gov)>  
**Subject:** RE: Bid Receipt - CAMPUS SECURITY SYSTEM MAINTENANCE & REPAIR 24-105-OHSEM

**[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.]**

Sounds great Brian. I will be there at 9am.

Thank You!



Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	<b>Chris Sokacz</b>	NAME	<b>Blanca Dominguez</b>
CONTACT		CONTACT	
ADDRESS	<b>40 West Lake Street</b>	ADDRESS	<b>40 West Lake Street</b>
CITY ST ZIP	<b>Northlake, IL 60164</b>	CITY ST ZIP	<b>Northlake, IL 60164</b>
TX	<b>670-742-970</b>	TX	<b>(708) 562-6316</b>
FX		FX	
EMAIL	<b>csokacz@videosoundinc.com</b>	EMAIL	<b>blanca@videosoundinc.com</b>
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5225		DuPage County 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5225	

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



# Required Vendor Ethics Disclosure Statement

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

Date: 10/7/2024

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

Company Name: <b>Video and Sound Service, Inc.</b>	Company Contact: <b>Chris Sokacz</b>
Contact Phone: <b>708-562-6316</b>	Contact Email: <b>csokacz@videosoundinc.com</b>

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

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

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

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

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

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

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

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

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


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

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

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

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

Authorized Signature

**Signature on file** 

Printed Name

**Angela Severino**

Title

**President**

Date

**10/7/2024**

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



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

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

---

**File #:** JPS-P-0040-24

**Agenda Date:** 11/19/2024

**Agenda #:** 7.E.

---

AWARDING RESOLUTION ISSUED TO  
CONSCISYS CORPORATION  
TO PROVIDE PROFESSIONAL SOFTWARE SERVICES  
FOR THE CLERK OF THE CIRCUIT COURT  
(CONTRACT TOTAL AMOUNT \$4,400,000)

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 Conscisys Corporation, to provide Professional Software Services, for the period of December 1, 2024 through November 30, 2026, for the Clerk of the Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide Professional Software Services, for the period of December 1, 2024 through November 30, 2026 for the Clerk of the Circuit Court, per RFP 21-070-CRCT, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Conscisys Corporation, 1121 Mistwood Place, Downers Grove, IL 60515, for a contract total amount of \$4,400,000.

Enacted and approved this 26th day of November, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID # <b>JPS-P-0040-24</b>	RFP, BID, QUOTE OR RENEWAL #: RFP 21-070-CRCT	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$6,600,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/19/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$11,000,000.00
	CURRENT TERM TOTAL COST: \$4,400,000.00	MAX LENGTH WITH ALL RENEWALS: FIVE YEARS*	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Conscisys Corporation	VENDOR #: 10932	DEPT: Clerk of the Circuit Court	DEPT CONTACT NAME: Kevin Vaske
VENDOR CONTACT: Scott Carr	VENDOR CONTACT PHONE: 630-886-1121	DEPT CONTACT PHONE #: 630-407-8647	DEPT CONTACT EMAIL: Kevin.Vaske@18thjudicial.org
VENDOR CONTACT EMAIL: s1@conscisys.com	VENDOR WEBSITE: conscisys.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Two year renewal of PO 5527-0001 SERV, per original contract terms which expires 11/30/2024			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Continuation of professional software development services - providing new application software, enhancements to existing applications, and support for current applications. These services are critical for operation of the Circuit Court Clerk's office			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
RENEWAL OF RFP	

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source. Renewal of contract PSC 1-17-42-2021-2024, PO 5527-0001 SERV. Procured via RFP 21-070-CRCT
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). Conscisys Corporation has provided services in the past at competitive rates, and was awarded the contract per RFP 21-070-CRCT. Their personnel have excellent knowledge of our existing systems and business processes, unmatched by other providers. Given there were no other bidders at the time of the request for proposal, our only other option is to not procure these services, which would significantly harm the Circuit Court Clerk's ability to maintain and enhance its software applications.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Conscisys Corporation	Vendor#: 10932	Dept: Clerk of the Circuit Court	Division: Accounting
Attn: Scott Carr	Email: s1@conscisys.com	Attn: Julie Ellefsen	Email: Julie.Ellefsen@18thjudicial.org
Address: 1121 Mistwood Place	City: Downers Grove	Address: 505 N County Farm Road	City: Wheaton
State: IL	Zip: 60515-1205	State: IL	Zip: 60187
Phone: 630-886-1121	Fax:	Phone: 630-407-8590	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Conscisys Corporation	Vendor#: 10932	Dept: Clerk of the Circuit Court	Division: Administration
Attn: Scott Carr	Email: s1@conscisys.com	Attn: Kevin Vaske	Email: Kevin.Vaske@18thjudicial.org
Address: 1121 Mistwood Place	City: Downers Grove	Address: 505 N County Farm Road	City: Wheaton
State: IL	Zip: 60515-1205	State: IL	Zip: 60187
Phone: 630-886-1121	Fax:	Phone: 630-407-8647	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2024	Contract End Date (PO25): Nov 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		Professional Services	FY25	1400	6720	53020		800,000.00	800,000.00
2	1	EA		Professional Services	FY25	1400	6730	53020		1,100,000.00	1,100,000.00
3	1	EA		Professional Services	FY25	1400	6740	53020		300,000.00	300,000.00
4	1	EA		Professional Services	FY26	1400	6720	53020		800,000.00	800,000.00
5	1	EA		Professional Services	FY26	1400	6730	53020		1,100,000.00	1,100,000.00
6	1	EA		Professional Services	FY26	1400	6740	53020		300,000.00	300,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 4,400,000.00

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



## **RENEWAL OF CONTRACT NO. PSC1-17-42-2021-2024**

This renewal is made part of the existing Contract PO 5527-0001 SERV between Conscisys Corp and the Clerk of the 18th Judicial Circuit Court Clerk, DuPage County Illinois, a non-judicial officer of the Judicial Branch of Government of the State of Illinois, 60187-3976. This renewal, per Paragraph 2.5 of the existing contract, extends the term of the Contract for a period of two years.

Conscisys Corp has reviewed existing terms of CONTRACT 12-142-LG and agrees with the existing RECITALS AS LISTED THEREIN.

Statement of Work for the proposed contract period.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- a. "Project Manager" means the individual assigned by the Clerk to manage the project and administer this Agreement.
- b. "Project Plan" means a document or a Computer Based Software Set approved by the Project Manager which includes a list of tasks to be performed and the time frame for the completion of each task. All work under this Agreement shall be performed in accordance with the approved Project Plan.

2. Scope of Work:

Conscisys shall provide Court Automation and Information Technology support to Clerk. The work shall consist of technology consultation and technical assistance for the support of current application systems, enhancement of existing applications and development of new applications as identified by the Clerk. This assistance will include but will not be limited to the following JAVA based, Classes, APIs, Object Manager, Data Collection Managers, and Modules, Source Code Repositories, Document Viewers and all of the web-based information services provided to the Judiciary, Law Enforcement Agencies, Attorneys, Social Advocates, Research Entities and the General Public. Listed below is a partial list of the current areas supported.

Judicial Systems

- Electronic Order Maintenance and Technology Upgrades
- Arrest and Bench Warrant Systems
- Court Scheduling, In-Person and Zoom based Court Call Management
- Judicial Assignment Management
- Pretrial-Release/Detention Data Publishing through Power-BI

Case Management

- General Court Case Management
- Integration with other case management systems such as States Attorney, Public Defender, Sheriff's Office and Probation Department.
- Circuit Clerk' HR System
- Case Financial Management
- Notice Generation, Document Management & Other Case Management Tasks,

- Secretary of State, State Police, and AOIC ADR Reporting
- SMS/Email Notifications, and Customer Support

#### eCitation and Traffic Courts

- Developing the 2<sup>nd</sup> Phase of eCitation System
- Enhancements to Traffic Court Order System
- Electronic Defendant/Attorney Check-in and Court Session Management
- Web App for Case Payments.

#### New Initiatives

- Misdemeanour Court Room Automation using new Electronic Order Platform
- Child Support Electronic Orders and Docketing Automation
- Cloud Gavel – Sheriff’s Office Integration
- Probation Department new CMS(Supervisor) Integration
- Open JDK 17 Migration/upgrade
- Research IL, ECF5 Integration, Data Pipeline, Statewide eFiling Integration
- Automate SDU/HFS Integration
- Enhancements to Longform Complaint System and Pretrial Release workflow
- eCitation Analytics and Reporting (Power-BI)

#### Training & Advisory

- Provide technical support, consulting, and troubleshooting to improve systems and assist agencies with UCS operations.

### 3. Work Environment

All technical staff is located in the 505 N. County Farm Road building in Wheaton, Illinois or at the Contractor’s site as agreed by the Clerk.

### 4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- Acceptance - The Clerk or Clerk designee at their sole discretion shall determine if the services provided meet specifications. No payment shall be made for any service until the services and/or the Clerk or designee has accepted deliverables. Unless otherwise agreed herein between the Clerk and the Contractor, the presentment of invoice shall be deemed as demand for payment and processed according to terms and conditions within (50 ILCS 505/3) Illinois Local Government Prompt Payment Act. Payment of an invoice for work billed on the invoice shall constitute acceptance of the Contractor’s work by the Clerk. Timely or Late Payments shall be tendered to the Contractor as specified in (50 ILCS 505/4) Illinois Local Government Prompt Payment Act. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. Late payment charges shall be paid on the unpaid balance due on the contract to the Contractor.
- Rates - The contractor agrees to perform billable work for the Clerk and will bill the Clerk semi-monthly (twice monthly on or about the 16<sup>th</sup> and at the end of the month) in the amount of \$91,643.00 in the first billing period and subsequent billing amounts shall be set

at \$91,667.00. It is understood that the total hours expended shall not exceed 41,000 hours per annum.

- b. Compensation - The total compensation under this Agreement shall not exceed \$4,400,000.00. The Contractor shall not be reimbursed for any expenses unless said expenses are specifically incurred at the request of the Clerk.
- c. Payment of Invoice - Payment shall be made upon the receipt and acceptance of an invoice detailing hours worked for the billing period subject to the provisions of paragraph 4.a. above. Payment will be made to the Contractor's designated mailing address or payment may be made electronically. The payment of taxes for any funds received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).
- d. Invoices - Invoices shall be submitted to the Clerk Accounting Department.
- e. Facilities and Equipment - The Clerk shall provide Contractor personnel with reasonable office work space and facilities including access to Clerk test and production systems, internet access, all necessary web servers, desktop computers, telephone service, copy machine usage and office supplies.

## 5. Term

This renewal of Contract PSC1-17-42-2021-2024, PO 5527-0001 SERV shall not become effective until approved in writing by the Clerk, but shall commence December 1, 2024 terminating Nov 30, 2026.

## 6. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination, with or without cause. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, it is agreed by the parties that the hours and payments may be amended by the agreement of the parties in the event of revenue shortfall. Notification of intent to adjust either payments or hours shall be given in writing to the parties at least 90 days prior to the date of the intended adjustments.

## 7. Status of Contractor

The Contractor, and his agents and employees, are independent contractors performing professional services for the Clerk and are not employees of the County of DuPage or of the Clerk of the 18<sup>th</sup> Judicial Circuit Court. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Clerk of the Circuit Court as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

## 8. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the Clerk.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the Clerk.

10. Records of Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Clerk. The Clerk shall have the right to audit billings both before and after payment. The Audit reports consisting of task number, summary description and assigned contractor number shall be submitted on the same basis as the invoicing to the Clerk's designated repository. Payment under this Agreement shall not foreclose the right of the Clerk to recover excessive or illegal payments.

11. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Clerk, its officers and employees, and County of DuPage from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

12. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the Clerk.

13. Product of Service: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become, with the exception of cloud provided applications and services, the property of the Clerk of the 18<sup>th</sup> Judicial Circuit Court and shall be delivered to Clerk no later than the termination date of this Agreement. Nothing produced solely for the Clerk, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor unless said work is based upon source code currently owned or licensed by contractor. The original and one copy of all materials, work papers, meeting notes, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately Titled Directories as directed by the Clerk and delivered to the Clerk at conclusion of the Agreement.

The source code to any custom-developed software under this Agreement, unless otherwise agreed shall become the property of the Contractor and Clerk of the 18<sup>th</sup> Judicial Circuit Court and shall be retained by the Contractor and delivered to the Clerk on media of the Clerk's choice and to the Clerk's Source Management Library no later that the termination date of this Agreement. Nothing in this paragraph conveys to the Clerk the right of title to contractor owned software.

14. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

15. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

16. Approval of Contractor Personnel

Once work has started the contractor shall not, without the prior written consent of the Clerk, make changes of personnel assigned to this project. Replacement of any contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

The Clerk shall retain the right to request the removal of any of the Contractor's personnel at any time with or without cause.

17. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. Mutual Indemnification

The Contractor shall hold the County of DuPage, the Clerk of the 18<sup>th</sup> Judicial Circuit and its agencies and employees harmless and shall indemnify the County and the Clerk against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Clerk, its officers or employees. In the event of any claim, demand, suit or action commenced against the Clerk, as a result of Contractor actions, the Contractor shall cooperate with Clerk in the investigation and defend itself against such claim, demand, suit or action at no cost to the Clerk.

19. Applicable Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Venue for any court action in connection with this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County Wheaton Illinois or in any venue as deemed appropriate by a higher court.

20. Limitation of Liability

The Contractor's liability to the Clerk for any cause whatsoever shall be limited to the purchase price paid to the Contractor for services that are the subject of the Clerk's claim. The foregoing limitation does not apply to Paragraph 18 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

21. Incorporation by Reference and Precedence

This Agreement is derived from (1) the Request for Proposal and (2) the Contractor's response to the Request for Proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Agreement (2) the Request for Proposal Response.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the authorizations below.

Clerk of the 18th Judicial Circuit Court

Conscisys Corp (Contractor)

BY: \_\_\_\_\_

BY:  \_\_\_\_\_  
Scott Carr

TITLE: \_\_\_\_\_

TITLE: President \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: 10/30/2024 \_\_\_\_\_

Chief Judge, 18<sup>th</sup> Judicial Circuit Court

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**THE COUNTY OF DUPAGE**  
**FINANCE - PROCUREMENT**  
**DUPAGE CIRCUIT CLERK CMS AND WEB SOFTWARE**  
**DEVELOPMENT AND SUPPORT SERVICES 21-070-CRCT**  
**BID TABULATION**

√

Criteria	Available Points	Conscisys, Inc.
Firm Qualifications	20	<b>20</b>
Satisfaction of Requirement	60	<b>60</b>
Price	20	<b>20</b>
Total	100	<b>100</b>

Annual Total Fixed Compensation	\$ 2,288,000.00
Percentage of points	100%
Points awarded (wtd against lowest price)	<b>20</b>

**NOTES**  
 Logicalis Inc. declined to bid based on some requirements being out of scope for them.

RFP Posted on 08/13/2021 Bid Opened On 09/30/2021, 2:30 PM CST by DW,KV	
Invitations Sent	19
Total Requesting Documents	7
Total Bid Responses Received	1



**Financial Response to Proposal**

**Response by Conscisys Corporation**



To the RFP #21-070-CRCT  
As Issued by the

**Clerk of the Circuit Court of the Eighteenth Judicial  
Circuit and the County of DuPage**



**Description:** The 18th Judicial Circuit Court Clerk is seeking to contract with a vendor to provide development and maintenance support for the Circuit Clerk Court’s Case Management System. Section 6 of the RFP is seeking for the Pricing Proposal to be submitted as the separate document. This document is the Conscisys response to the pricing proposal.

**Date of Submittal:** 09/30/2021

**Submitted by:**  
**Conscisys Corporation**  
**1121 Mistwood Place,**  
**Downers Grove, IL 60515-1205**  
**Phone: 630-886-1121**  
**Email : [s1@conscisys.com](mailto:s1@conscisys.com)**





**Contract Pricing:**

Please find the below pricing details. This pricing details reflects the annual pricing for the contract and valid a three-year period beginning on December 1, 2021 and continuing through November 30, 2024.

Staffing Title	Number of Hours (3 year term)	Rate per hour
Project Managers	12,000	\$52.00
Software Engineers / Web Developers	120,000	\$52.00

The annual total fixed compensation under the Vendor contract shall not exceed **\$2,288,000.00**

At the option of the 18<sup>th</sup> Judicial Circuit Court Clerk this contract may be renewed for 2 additional years.

**End of the Pricing Proposal**



# Required Vendor Ethics Disclosure Statement

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

Date: Oct 22, 2024

Bid/Contract/PO #: PO 5527-0001 SERV

Company Name: Consisys Corporation	Company Contact: Scott Carr
Contact Phone: 639-810-4444	Contact Email: s1@conscisys.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

**Signature on File**

Printed Name

Scott Carr

Title

President

Date

Oct 22, 2024

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



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**File #:** JPS-P-0041-24

**Agenda Date:** 11/19/2024

**Agenda #:** 6.F.

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AWARDING RESOLUTION ISSUED TO  
DUPAGE COUNTY HEALTH DEPARTMENT  
TO PROVIDE MENTAL HEALTH CASE MANAGEMENT SERVICES  
TO MENTALLY ILL CLIENTS  
FOR PROBATION AND COURT SERVICES  
(CONTRACT TOTAL AMOUNT \$208,000)

WHEREAS, an agreement has been made 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 the DuPage County Health Department, to provide mental health case management services to mentally ill clients, for the period of December 1, 2024 through November 30, 2025, for Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide mental health case management services to mentally ill clients, for the period of December 1, 2024 through November 30, 2025, for Probation and Court Services per, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to DuPage County Health Department, 111 North County Farm Road, Wheaton, Illinois 60187 for a contract total amount of \$208,000.

Enacted and approved this 26th day of November 2024 at Wheaton, Illinois.

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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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID #: <b>JPS-P-0041-24</b>	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST:
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/19/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$208,000.00
	CURRENT TERM TOTAL COST: \$208,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: DuPage County Health Department	VENDOR #: 19161	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald
VENDOR CONTACT: Adam Forker	VENDOR CONTACT PHONE: 630-221-7419	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupagecounty.gov
VENDOR CONTACT EMAIL: Adam.forker@dupagehealth.org	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DuPage County Health Department provides mental health case management to mentally ill clients that are sentenced to Probation's SNAP and MICAP programs. The Department of Probation has worked successfully with the DuPage County Health Department for several years.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Mental health services are needed to assist probationers who are mentally ill by providing services for housing, food, transportation and other basic necessities that enable the mentally ill probationers to live successfully in the community.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

<b>SECTION 3: DECISION MEMO</b>	
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

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

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: DuPage County Health Department	Vendor#: 19161	Dept: Probation and Court Services	Division: Finance
Attn: Adam Forker	Email: Adam.Forker@dupagehealth.org	Attn: Sharon Donald	Email: sharon.donald@dupagecounty.gov
Address: 111 N. County Farm Road	City: Wheaton	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60187	State: Illinois	Zip: 60187
Phone: 630-221-7419	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: DuPage County Health Department	Vendor#: 19161	Dept: Probation and Court Services	Division: Finance
Attn: Adam Forker	Email: Adam.Forker@dupagehealth.org	Attn: Sharon Donald	Email: sharon.donald@dupagecounty.gov
Address: 111 N. County Farm Road	City: Wheaton	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60187	State: Illinois	Zip: 60187
Phone: 630-221-7419	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2024	Contract End Date (PO25): Nov 30, 2025

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		SNAP (Special Needs Advocacy Program) Mental Health Assessment and Services	FY25	1400	6120	53830		208,000.00	208,000.00
										Requisition Total	\$ 208,000.00

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

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

AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE DUPAGE COUNTY HEALTH DEPARTMENT  
AND THE DEPARTMENT OF PROBATION  
AND COURT SERVICES OF THE 18<sup>TH</sup> JUDICIAL CIRCUIT

This Agreement by and between the DuPage County Health Department, a certified local health department pursuant to Illinois law, (hereinafter referred to as the Health Department) and the Department of Probation and Court Services of the 18<sup>th</sup> Judicial Circuit (Probation Department) is entered this 1<sup>st</sup> day of December, 2024.

RECITALS

WHEREAS, the Illinois General Assembly has granted the Health Department authority to establish and carry out health and mental health programs and administrative services (55 ILCS 5/5 -25013); and

WHEREAS, the Court provides an opportunity through its Mental Illness Court Alternative Program (MICAP) and Special Needs Advocacy Program (SNAP), for individuals charged with crimes to participate in a treatment program with the goal of reducing repeat offenses and re-arrest of the mentally ill; and

WHEREAS, the Health Department has experience and expertise in the provision of services to persons who are mentally ill and have a history of arrest and detention; and

WHEREAS, the Probation Department seeks to reduce repeat offenses and the re-arrest of mentally ill persons; and

WHEREAS, the Health Department can provide services that will reduce repeat offenses and the re-arrest of mentally ill persons.

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

ARTICLE I. SERVICES.

- 1.1 Specific services to be provided and operational parameters to be observed are articulated in “Exhibit A: Scope of Services, MICAP”; and “Exhibit B: Scope of Services, SNAP”.
- 1.2 The Court and the Health Department will conform to all state, federal, professional and program standards governing confidentiality of participant information.
- 1.3 The Court will only refer persons who are residents of DuPage County and eighteen (18) years of age or older.
- 1.4 Staffing and Licensure: The Health Department shall provide appropriate clinical and support staff in order to provide mental health case management services pursuant to this Agreement. All mental health treatment to be performed by Health Department professionals shall be performed by persons licensed by the State of Illinois to practice

in the applicable discipline, and/or credentialed by Medicaid Part 132 credentialing standards.

- 1.5 The Health Department will provide such clinical and support personnel necessary for the rendering of mental health consultation pursuant to this Agreement.

## ARTICLE II. PROBLEM RESOLUTION

The Probation Department and the Health Department agree to engage in problem resolution activities that will minimize interference with service delivery to mutual recipients. Problem resolution will occur at the earliest opportunity and at the most appropriate administrative level. If problems are not resolved informally, problem resolution activities will include, but are not limited to the following:

- 2.1 The parties to this Agreement will both participate in the identification and resolution of problems, which may arise in its implementation.
- 2.2 Either party will notify the other party in writing and personally when a problem exists, and a meeting to discuss and resolve the problem will occur within five (5) working days. Each party shall have a supervisor present for such meeting.
- 2.3 If a resolution of a problem cannot be reached by the signers of this Agreement, either party may notify the other in writing that the problem remains unsolved, and may identify additional action, which is proposed to resolve the problem.

## ARTICLE III. SERVICE AGREEMENT REVIEW

The Probation and Health Departments agree to meet with appropriate personnel and review, at least semi-annually, to ensure that the terms of the Agreement are being met.

## ARTICLE IV. COMPENSATION

The Probation Department will pay the Health Department \$208,000.00 annually for services provided. Payment will be made as follows:

- 4.1 The Probation Department will pay the Health Department \$208,000.00 annually for services outlined in Exhibits A and B. A monthly invoice of \$17,333.33 will be sent by the Health Department to the Probation Department, including a service history report that outlines all services provided to program participants and billable service hours to the insurance providers and the non-billable service hours for each participant.
- 4.2 In the event of early termination of this Agreement, the Probation Department shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Probation Department be liable for any costs incurred or services performed after the effective date of termination as provided herein.
- 4.3 Clients who are accepted into the MICAP and SNAP programs will complete a financial profile at the DuPage County Health Department to determine payment for



services. Clients who have Medicare and/or Medicaid benefits will have all services billed to the appropriate payer. In the event a client does not have any medical benefits, the Health Department will assist with the benefit application process. If a client is found to be ineligible for benefits, copays for services will be based on a client's ability to pay, as determined by household income, and then applied to a sliding fee scale consistent with health Department policy. Clients who do have insurance coverage that is not accepted by the health department will receive assistance with linking to a provider within his/her insurance network.

## ARTICLE V. TERM AND TERMINATION OF AGREEMENT

- 5.1 Term. This Agreement will be effective from December 1, 2024 through November 30, 2025.
- 5.2 Termination. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days' notice. In addition, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for 15 days after receipt by the breaching party of written notice of such breach from non-breaching party.
- 5.3 Effect of Termination.
  - 5.3.a In the event of termination, as of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination or arising as a result of any breach of this Agreement or related to paragraphs b and c of this section.
  - 5.3.b Except as provided in paragraph c of this section, upon termination of this Agreement, for any reason, the Probation Department shall return or destroy all Protected Health Information received from the Health Department or created or received by the Probation Department on behalf of the Health Department that is in possession of subcontractors or agents of the Probation Department. The Probation Department, its subcontractors and its agents shall retain no copies of the Protected Health Information.
  - 5.3.c In the event that the Probation Department determines that returning or destroying the Protected Health Information is infeasible, the Probation Department shall provide to the Health Department notification by mail of the conditions that make return or destruction infeasible within 15 business days. The Probation Department shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Probation Department maintains such Protected Health Information.

5.3.d In the event of termination by either party, the parties understand that said termination shall be consistent with DuPage County Health Department's termination policy for behavioral health.

## ARTICLE VI. GENERAL PROVISIONS

- 6.1 Independent Contractors. None of the provisions of this Agreement is intended to create nor shall any be deemed or construed by the parties to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- 6.2 Entire Agreement Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.
- 6.3 Compliance with Law. Each party agrees to comply with all applicable state and federal law including, but not limited to, the Illinois Mental Health and Development Disabilities Code and Act (405 ILCS 5/1-100, et seq.) as may be amended from time-to-time Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.
- 6.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.
- 6.5 Partial Invalidity. If any provision of this Agreement is prohibited by any applicable law or court decree, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.
- 6.6 Notices. All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally as follows:

If to the Probation Department:

Department of Probation and Court Services  
505 North County Farm Road  
Wheaton, Illinois 60187  
Attention: Robert McEllin, Director

If to the Health Department:

DuPage County Health Department  
111 North County Farm Road  
Wheaton, Illinois 60187  
Attention: Adam Forker, Executive Director

Or to such other persons or places as either party may from time to time designate by written notice to the other.

- 6.7 Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- 6.8 Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- 6.9 Assignment, Binding Effect. The Health Department shall not assign or transfer, in whole or in part, this Agreement or any of the Health Department's rights, duties or obligations under this Agreement without the prior written consent of the Probation Department, and any assignment or transfer by the Health Department without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.
- 6.10 Assignment, Binding Effect. The Probation Department shall not assign or transfer, in whole or in part, this Agreement or any of Probation Department's rights, duties or obligations under this Agreement without the prior written consent of the Health Department, and any assignment or transfer by the Probation Department without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

For the Health Department:

**Signature On File**

\_\_\_\_\_  
Adam Forker  
Executive Director

Date November 4, 2024

For the Probation Department:

**Signature On File**

\_\_\_\_\_  
Robert McEllin  
Director

Date 11/4/24

## Exhibit A

### SCOPE OF SERVICES

This Scope of Services is for the Health Department providing to the Probation Department's MICAP Program certain Services pursuant to the above-referenced Agreement. The undersigned agree that Services shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

#### 1. DESCRIPTION OF PROVIDER'S WORK:

- A. Defendant eligibility screening and mental health assessments shall be completed by the Health Department of all MICAP applicants who have Medicaid or are uninsured.
- The screening and assessment shall consist of a face-to-face meeting between Health Department staff and the MICAP applicant. The assessment will take into account the results of the Adult Risk Assessment as completed by the assigned Probation Officer.
  - The mental health assessment shall consist of a face-to-face meeting between Health Department staff and each referred Probation Department client. The mental health assessment shall include diagnosis of the client's current mental health in accordance with DSM-5 criteria, treatment recommendations, and a determination of whether the client meets Health Department treatment criteria.
  - All mental health assessments shall be completed within fifteen (15) business days of the referral from the Probation Department to the Health Department. Health Department staff shall notify the Probation Department if repeated attempts have been unsuccessful in scheduling the mental health assessment appointment. In the event the mental health assessment has not been scheduled within the fifteen (15) business days, the Health Department will communicate in writing with the client's Probation Officer in order to coordinate a meeting with the client at the Probation Department offices.
  - In the event the mental health assessment appointment is not completed within thirty business (30) days, the Health Department will provide a written summary to the Probation Department of all attempts to schedule the mental health assessment. The Health Department and Probation Department may then mutually agree to terminate the referral.
  - In the event the client does not meet Health Department criteria, the written mental health assessment summary shall indicate referrals to other services to address the client's needs.
  - A written summary of each completed assessment shall be provided to the Probation Department upon completion of the assessment.
- B. Behavioral health services shall be provided to screened Probation Department clients who meet the Health Department criteria. Upon determination of eligibility into the MICAP program, an individualized treatment plan will be completed to initiate behavioral health services. All behavioral health services shall be delivered in keeping with the individual treatment plan. Services recommended and provided by the Health Department through the treatment plan may include:
- Individual/Family/Group counseling
  - Case management
  - Illness/medication education
  - Psychiatric evaluation; psychiatric follow-up appointments

- Medication management
  - Determination of benefit eligibility
  - Assistance in applying for and maintaining benefits
  - Crisis intervention
  - Facilitation of emergency psychiatric hospitalization, if necessary
  - Assessment and assistance in facilitation of referral to services such as residential treatment; inpatient/IOP/PHP substance abuse/co-occurring disorders treatment; and employment training/coaching
  - Collaboration if needed with providers of additional services
  - Facilitation of other services such as housing, food, transportation and other basic necessities required to successfully live in the community.
- C. Assessments, treatment plans, and the provision of services will be managed by a Clinician/Therapist dedicated to the MICAP program.
- D. Prior to termination of an offender’s services, the Health Department will contact the Probation Department and notify the Probation Officer of an offender’s noncompliance. In accordance with the DuPage County Health Department Failed Appointment Policy, the Health Department and the Probation Officer will work with the offender in an attempt to remedy the noncompliance prior to termination.
- E. The Health Department shall attend twice weekly case staffings at designated locations. In addition, the Health Department shall attend the weekly MICAP court call. The Health Department shall attend additional planning or team meetings as scheduled.
- F. The Health Department will make available appropriate administrative, medical and other staff to meet once per week with MICAP personnel to address participant’s progress and any related issues.
- G. The Health Department shall consult with Probation Officers on non-Health Department cases when needed regarding appropriate treatment referrals, diagnosis, treatment and service planning. Additionally, the Health Department shall provide consultation and education to non-clinical stakeholders when needed.

2. **DELIVERABLES:**

- The Health Department shall provide the Probation Department with the service history for all applicants and participants on a monthly basis.
- The Health Department shall provide the Probation Department and the offender with a written copy of the recovery maintenance plan upon graduation.

**Exhibit B**

## **SCOPE OF SERVICES**

This Scope of Services is for the Health Department providing to the Probation Department's Special Needs Advocacy Program (SNAP) certain Services pursuant to the above-referenced Agreement. The undersigned agree that Services shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

### **1. DESCRIPTION OF THE HEALTH DEPARTMENT'S'S WORK:**

A. Mental Health Assessments shall be completed by the Health Department of all referred Probation Department clients.

- The Health Department Counselor/Therapist will be consulted to identify potential clients either during or prior to the intake phase who would benefit from specialized mental health services. These consultations could be done in-person, telephonically or as part of staffings. The identified clients would be referred for a mental health assessment which may or may not include traditional SNAP services.
- The mental health assessment shall consist of a face-to-face meeting between a Health Department Counselor/Therapist and each referred Probation Department client. The mental health assessment shall include diagnosis of the client's current mental health in accordance with DSM-5 criteria, treatment recommendations, and a determination of whether the client meets Health Department treatment criteria.
- With a goal of increasing attendance and overall compliance, the Health Department Counselor/Therapist may be required to meet with referred clients or accepted clients in the community. This may be needed when the client and a community visit would assist with stability, when the client's level of engagement is low and meeting in the community would increase the likelihood of participation and follow-through or when the initial contact with the client is proving difficult to complete. These contacts can also be done at the Probation Department in conjunction with a probation office report or in the community accompanied by the probation officer.
- All mental health assessments shall be completed within fifteen (15) business days of the referral from the Probation Department to the Health Department. Health Department staff shall notify the Probation Department if repeated attempts have been unsuccessful in scheduling the mental health assessment appointment. In the event the mental health assessment has not been scheduled within the fifteen (15) business days, the Health Department will communicate in writing with the client's Probation Officer in order to coordinate a meeting with the client at the Probation Department offices.
- In the event the mental health assessment appointment is not completed within thirty business (30) days, the Health Department will provide a written summary to the Probation Department of all attempts to schedule the mental health assessment. The Health Department and Probation Department may then mutually agree to terminate the referral. However, any mental health assessments not actually completed shall not count against the total number of mental health assessments provided under paragraph B (b) of this Exhibit under this Agreement.
- A written summary of each completed mental health assessment shall be provided to the Probation Department within ten (10) business days of the mental health assessment.
- In the event the client does not meet Health Department criteria, the written mental health assessment summary shall indicate referrals to other services to address the client's needs.

B. Behavioral health services shall be provided to screened Probation Department clients who

meet the Health Department treatment criteria. Upon determination of eligibility into the SNAP program, an individualized treatment plan will be completed to initiate behavioral health services. All behavioral health services shall be delivered in keeping with the individual treatment plan.

- a. Services recommended and provided by the Health Department through the treatment plan may include:
    - Individual/Family/Group counseling.
      - Should the Health Department and Probation identify and agreed upon curriculum, the Health Department Counselor/Therapist and identified probation staff would co-facilitate the group (s) at an agreed upon time and location.
    - Case management.
    - Illness/medication education.
    - Psychiatric evaluation; psychiatric follow-up appointments.
    - Medication management
    - Determination of benefit eligibility
    - Assistance in applying for and maintaining benefits
    - Crisis intervention.
    - Facilitation of emergency psychiatric hospitalization, if necessary.
    - Assessment and assistance with referrals to other services such as residential treatment; inpatient/IOP/PHP substance abuse/co-occurring disorders treatment; and employment training/coaching.
    - Collaboration as necessary with other providers.
    - Assistance with access to other services, including housing, food, transportation, and other necessities required to successfully live in the community.
    - Should the Health Department and Probation agree upon an ancillary mental health risk assessment, the Counselor/Therapist will assist in the accurate and reliable scoring of the assessment with assigned clients.
  - b. The Health Department will provide a maximum of eighty (80) completed mental health assessments per year for SNAP referrals.
  - c. In addition to the clients accepted prior to the term of this agreement, the Health Department will initiate treatment for up to sixty (60) additional clients. For the purpose of counting the number of new clients allowed, initiation of case management services shall be determined by receipt of the individual treatment plan by the Probation Department. The treatment plan shall be in writing and designate services provided by the Health Department.
- C. Assessments, treatment plans, and the provision of services will be managed by a Clinician/Therapist dedicated to the SNAP program.
- D. The Health Department will assist with the application for and maintenance of benefits.
- E. A written status form documenting each active client's progress toward meeting the goals of the treatment plan shall be provided to the Probation Department on a monthly basis.
- F. On a bi-monthly basis, the Health Department Counselor/Therapist will meet with designated probation staff to discuss priority cases, including those clients who have exhibited recent suicidal/homicidal ideation; have recently been hospitalized; have active psychosis; are showing increased aggression or are otherwise deemed in need or attention from probation. These staffings may also include non-SNAP clients where similar behaviors are observed or exhibited.

- G. Prior to termination of an offender's services, the Health Department will contact the Probation Department and notify the Probation Officer of an offender's noncompliance. In accordance to the DuPage County Health Department's No-Show Policy, the Health Department and the Probation Officer will work with the offender in an attempt to remedy the noncompliance prior to termination.
- H. Upon termination of services, a written client outcome summary shall be provided to the Probation Department. This shall include services provided to the client, the client's level of engagement and compliance with services, impact of services upon client's symptoms and overall functioning, and the reason services were terminated.
- I. Monthly meetings shall be scheduled in advance at a time mutually agreeable to the Probation Department and Health Department, and will include, at minimum, program supervisors, for the purpose of reviewing administrative and/or clinical items.
- J. **DELIVERABLES:**
- The Health Department shall provide the Probation Department with written summaries of all completed mental health assessments within ten (10) business days of the mental health assessment appointment.
  - The Health Department shall provide the Probation Department with written notification of any referred clients for whom mental health assessments have not been completed within fifteen (15) business days of referral.
  - The Health Department shall provide the Probation Department with written notification of any referred clients for whom mental health assessments have not been completed within thirty (30) business days of referral.
  - The Health Department shall provide the Probation Department a written individualized treatment plan for all new clients receiving case management services.
  - On a monthly basis, the Health Department shall provide a monthly status report for each client receiving case management services.
  - On a monthly basis, the Health Department shall provide the Probation Department with an updated list of all clients for whom mental health assessments have been completed and all clients receiving case management services.
  - The Health Department shall provide the Probation Department with a monthly service history for each active client.





# Required Vendor Ethics Disclosure Statement

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

Date: Nov 4, 2024

Bid/Contract/PO #: JPS-P-0041-24

Company Name: DuPage County Health Department	Company Contact: Adam Forker
Contact Phone: 630-221-7419	Contact Email: adam.forker@dupagehealth.org

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature On File

Printed Name Adam Forker

Title Executive Director

Date Nov 4, 2024

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



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

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

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**File #:** JPS-P-0042-24

**Agenda Date:** 11/19/2024

**Agenda #:** 7.F.

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AWARDING RESOLUTION ISSUED TO  
JOURNAL TECHNOLOGIES, INC.,  
FOR A CASE MANAGEMENT SYSTEM AND MONTHLY STORAGE COSTS  
FOR THE PUBLIC DEFENDER'S OFFICE  
(CONTRACT TOTAL AMOUNT \$245,240)

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 Journal Technologies, Inc., for a case management system and monthly storage costs, for the period of December 1, 2024 through November 30, 2025, for the Public Defender's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is for a case management system and monthly storage costs, for the period of December 1, 2024 through November 30, 2025, for the Public Defender's Office, per RFP #17-143-BF, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Journal Technologies, Inc., 915 E. 1st Street, Los Angeles, California 90012, for a contract total amount of \$245,240.

Enacted and approved this 26<sup>th</sup> day of November 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: JPS-P-0042-24	RFP, BID, QUOTE OR RENEWAL #: 17-143-BF	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$245,240.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/19/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$245,240.00
	CURRENT TERM TOTAL COST: \$245,240.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Journal Technologies, Inc.	VENDOR #: 27873	DEPT: Public Defender	DEPT CONTACT NAME: Jeff York
VENDOR CONTACT: Brian Cardile	VENDOR CONTACT PHONE: (301) 922-7711	DEPT CONTACT PHONE #: 630-407-8303	DEPT CONTACT EMAIL: Melissa.Buckardt@dupagecounty.gov
VENDOR CONTACT EMAIL: bcardile@journaltech.com	VENDOR WEBSITE: www.journaltech.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Renewal - Case Management System #17-143-BF			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Provide Licenses, Maintenance, hosting and storage for our Case Management System.			

**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.
RENEWAL	
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

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Journal Technologies, Inc.	Vendor#: 26753	Dept: Public Defender	Division:
Attn: Brian Cardile	Email: bcardile@journaltech.com	Attn: Melissa Buckardt	Email: Melissa.Buckardt@dupagecounty.gov
Address: 915 E. 1st Street	City: Los Angeles	Address: 503 N. County Farm Road, 3rd Floor	City: Wheaton
State: CA	Zip: 90012	State: IL	Zip: 60187
Phone: (301) 922-7711	Fax:	Phone: 630-407-8303	Fax: 630-407-8310
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Journal Technologies, Inc.	Vendor#: 26753	Dept: Public Defender	Division:
Attn: Accounts Payable	Email: accounting@journaltech.com	Attn: Melissa Buckardt	Email: Melissa.Buckardt@dupagecounty.gov
Address: 915 E. 1st Street	City: Los Angeles	Address: 503 N. County Farm Road, 3rd Floor	City: Wheaton
State: CA	Zip: 90012	State: IL	Zip: 60187
Phone: 213-229-5300	Fax:	Phone: 630-407-8303	Fax: 630-407-8310
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2024	Contract End Date (PO25): Nov 30, 2025

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Annual License Maintenance and Hosting Fee	FY25	1000	6300	53807		173,240.00	173,240.00
2	1	EA		Monthly Storage	FY25	1000	6300	53807		72,000.00	72,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 245,240.00

*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 12/2/2024.
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.

## Sales Order (ESTIMATE ONLY)

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



**DuPage County Public Defender**  
 421 N. County Farm Road  
 Wheaton, IL 60187

Item	Description	Amount
ROUGH ESTIMATE (subject to change according to CPI rate) 90 Total Licenses 12/01/2024-11/30/2025	<ul style="list-style-type: none"> <li>• Licensing Description:                             <ul style="list-style-type: none"> <li>○ Type A Licenses: 75</li> <li>○ Type B Licenses: <math>75 \times 0.20 = 15</math></li> </ul> </li> <li>• Tier 1 License, Maintenance, and Support Calculations (including CPI):                             <ul style="list-style-type: none"> <li>○ <math>\\$1,000.00 \times 1.20 \text{ CPI} \times 50 = \\$60,000.00</math></li> </ul> </li> <li>• Tier 2 License, Maintenance, and Support Calculations (including CPI):                             <ul style="list-style-type: none"> <li>○ <math>\\$800.00 \times 1.20 \text{ CPI} \times 40 = \\$38,400.00</math></li> </ul> </li> <li>• Tier 1 Hosting fees (including CPI):                             <ul style="list-style-type: none"> <li>○ <math>\\$800.00 \times 1.20 \text{ CPI} \times 50 = \\$48,000.00</math></li> </ul> </li> <li>• Tier 2 Hosting fees (including CPI):                             <ul style="list-style-type: none"> <li>○ <math>\\$500.00 \times 1.20 \text{ CPI} \times 40 = \\$24,000.00</math></li> </ul> </li> </ul>	60,000.00  38,400.00  48,000.00  24,000.00
	Total	\$170,400.00



# Invoice

Page: 1

**JOURNAL TECHNOLOGIES, INC.**

915 E 1st Street

Los Angeles, CA 90012 USA  
 accounting@journaltech.com

Phone: 213-229-5300

Number: JI3743

Date: 11/4/2024

Salesperson: 313

Customer: 3497

Please make check payable to: Journal Technologies, Inc., 915 E. 1st Street, Los Angeles, CA 90012

Sold To	Ship To
DUPAGE COUNTY PUBLIC DEFENDER Attn: Jeff York 421 N. County Farm Road Wheaton, IL 60187-3978 USA	DUPAGE COUNTY PUBLIC DEFENDER Attn: Jeff York 421 N. County Farm Road Wheaton, IL 60187-3978 USA

Customer P.O.	Ship Via	F.O.B	Terms
			Net 30 days

Description	Qty Shipped	Price	Amount
Annual eDefender License Maint. fee Tier 1: \$1,000 x 1.22 CPI Increase x 50 Users= \$61,000.00 Tier 2: \$ 800 x 1.22 CPI Increase x 40 Users= \$ 39,040.00 (12/01/2024 11/30/2025)	1.00	100,040.00	100,040.00
Annual eDefender Hosting fee Tier 1: \$ 800 x 1.22 CPI Increase x 50 Users= \$48,800.00 Tier 2: \$ 500 x 1.22 CPI Increase x 40 Users= \$ 24,400.00 (12/01/2024 11/30/2025)	1.00	73,200.00	73,200.00
..... LAST ITEM .....			

Annual eDef Lic. Maint. Host fee-12/1/24-11/30/25	Subtotal	173,240.00
	Freight	0.00
	Sales Tax	0.00
	Trade Discount	0.00
	Payment/Credit Amount	0.00
	<b>Balance</b>	<b>173,240.00</b>

## Journal Technologies, Inc.

### SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (this "**Agreement**"), by and between JOURNAL TECHNOLOGIES, INC., a Utah corporation (hereinafter "**Licensor**"), and COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois, on behalf of the DUPAGE COUNTY PUBLIC DEFENDER'S OFFICE (hereinafter "**Licensee**"), is made as of the date executed by both Licensor and Licensee (the "**Effective Date**"). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

#### 1. DEFINITIONS

1.1 **Application Administrator** is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 **Customer Data** means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

1.3 **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

1.4 **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee's production environment.

1.5 **Licensed Software** means the proprietary computer software program or programs identified in Exhibit A ("LICENSE, MAINTENANCE AND SUPPORT FEES"), together with all related Documentation.

1.6 **License, Maintenance and Support Fees** means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 ("License, Maintenance and Support Fees").

1.7 **Loss Event Expenses** means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

- (1) a data security breach involving Customer Data;



- (2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;
- (3) unauthorized access to or acquisition of Customer Data;
- (4) a loss of Customer Data;
- (5) a ransom or cyber extortion demand involving Customer Data;
- (6) misuse of Customer Data; or
- (7) an actual or alleged failure to:
  - (a) provide adequate notice, choice, consent, access, or security regarding Customer Data;
  - (b) take appropriate steps to ensure the accuracy of Customer Data;
  - (c) adequately minimize the collection, processing, use, or retention of Customer Data; or
  - (d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.8 **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

1.9 **Professional Services Agreement** means that certain Professional Services Agreement between Licensor and Licensee, of even date herewith.

1.10 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes and troubleshooting.

1.11 **Use or Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.12 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees

and contractors who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees or contractors who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

## 2. LICENSE

2.1 Grant of License. Upon commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License, Maintenance and Support Fees for such Users and is not otherwise in default under this Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and this Agreement grants Licensee no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

### 2.2 License Term and License, Maintenance and Support Fees.

2.2.1 License Term. The License Term shall commence on the date of initial Go Live; provided that the License, Maintenance and Support Fees for the first year of the License Term for any Users that will Use the Licensed Software as of or immediately following such Go Live must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License, Maintenance and Support Fees have been received by Licensor). The License Term shall continue until the fifth anniversary of the date of final Go Live, and shall thereafter automatically renew for successive one-year periods (the "**License Term**"), unless Licensee elects to not renew the License Term upon written notice to Licensor given not less than ninety (90) days prior to the end of the then-current License Term.

2.2.2 License, Maintenance and Support Fees. Licensee shall make payment of the License, Maintenance and Support Fees to Licensor based on the number of Users and calculated in accordance with Exhibit A, in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension; provided that the License, Maintenance and Support Fees for the first year of the License Term must be paid prior to initial Go Live in accordance with the proviso set forth in Section 2.2.1. Annual License, Maintenance and Support Fees are subject to

increase in accordance with Exhibit A. Licensee may increase the number of Users at any time upon written notice to Licensor, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees, calculated according to Exhibit A, and pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes by the Licensee to the Licensed Software or its database; or (3) software scripts from being added to the Licensed Software or its database by the Licensee. Licensee is also solely responsible for, and shall indemnify, defend, and hold harmless Licensor regarding, any Loss Event Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the Licensee or one of its agents or contractors (other than Licensor or one of its agents or contractors). Section 6.2 (“Licensor’s Responsibilities”) shall apply to Customer Data stored on computer systems of Licensor or one of its agents or contractors.

2.2.4 E-Commerce Functionality Fees. If Public Portal is included in the Licensed Software and the e-commerce functionality of Public Portal is utilized, Licensor shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect Public Portal with the payment processor provider.

2.2.5 Source Code Escrow. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensor and InnovaSafe, Inc., as it may be amended from time to time, a copy of which is attached as Exhibit B (“SOURCE CODE ESCROW AGREEMENT”). Licensee shall complete the beneficiary enrollment form and pay the required fees directly to InnovaSafe.

2.2.6 Hosted Services. If Licensee desires for Licensor to provide hosted services for the Licensed Software, Licensor can provide such services subject to the terms and conditions set forth in Exhibit C (“HOSTED SERVICES”) and to the payment of the requisite hosting fees set forth therein. Notwithstanding the foregoing, Licensor shall not provide hosted services unless Licensor has attached Exhibit C to this Agreement upon Licensee’s request therefor, or Licensee and Licensor have entered into a separate written agreement for such services.

### 3. MAINTENANCE AND SUPPORT

3.1 Maintenance. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License, Maintenance and Support Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

3.2 Support. Support for eDefender and Public Portal is available by telephone, e-mail, or internet support forum from 5:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays. Support for interfaces using eDefender API provided by Licensor is available by the same contact methods and during the same times for ninety (90) days following Go Live. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

3.3 Conditions to Receive Support. Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator.

3.4 Other Support. Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.

### 4. WARRANTY

4.1 Licensed Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Licensor will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this Agreement or (e) any failure to satisfy the conditions to receive Support under Section 3.4 ("Other

Support”) above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days’ notice, to terminate the license and this Agreement (with a credit for License, Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Licensor represents and warrants that to the best of Licensor’s knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensor has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) this Agreement is not prohibited by any other agreement to which Licensor is a party or by which it may be bound (the “**Legal Warranty**”). In the event of a breach of the Legal Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.3 Warranty of Title. Licensor further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Agreement; and (iv) Licensor shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the “**Title Warranty**”). In the event of a breach of the Title Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 5. LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS

OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, LICENSEE'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO LICENSOR. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO LICENSOR FOR THE FIRST FIVE-YEARS OF THE LICENSE TERM.

## 6. CONFIDENTIALITY

6.1 Licensee's Responsibilities. Licensee shall implement reasonable and appropriate measures designed to help secure the Licensed Software and other materials received from Licensor under this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as permitted by the terms of Section 2.1 ("Grant of License") or as required by law, Licensee shall not voluntarily and affirmatively disclose the Licensed Software or any of such materials to any third party, in whole or in part, without the prior written consent of Licensor, which may be granted or withheld in its sole discretion. If Licensee becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of the Licensed Software or any of such materials, it shall notify Licensor promptly, and in any event within 5 business days. Licensee shall also reasonably assist Licensor with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

6.2 Licensor's Responsibilities. Licensor shall implement reasonable and appropriate measures designed to help secure confidential Customer Data of Licensee that Licensor obtains from Licensee in the course of the performance of this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as required by law, Licensor shall not voluntarily and affirmatively disclose to any third party confidential Customer Data that Licensor obtains from Licensee without the prior written consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of confidential Customer Data, it shall notify Licensee promptly, and in any event within 5 business days. Licensor shall also reasonably assist Licensee with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against third parties deemed necessary by Licensee to protect its confidential Customer Data. For the avoidance of doubt, this Section is not intended to prevent Licensor's support personnel from accessing Licensee's Customer Data for purposes of investigating or resolving a Support request.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition,

the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 (“Confidentiality”) shall not apply to any information (a) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (b) that was in the lawful possession of the Licensor or Licensee, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (c) that was disclosed to the Licensor or Licensee, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (d) that was independently developed by Licensor or Licensee, as the case may be, outside the scope of this Agreement or (v) that Licensor or Licensee, as the case may be, is required to disclose by law or legal process.

## 7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall expire at the end of the License Term or, if earlier, upon termination of this Agreement in accordance with the terms of this Section 7 (“Term and Termination”).

### 7.2 Termination by Licensor.

7.2.1 Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity), for any failure of Licensee to make payments of amounts due to Licensor when the same are due (including, without limitation, any fees or other amounts due and payable to Licensor for implementation services under the Professional Services Agreement), and such failure continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.2.2 Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity), for any other material breach by Licensee which breach continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.3 Termination by Licensee. Licensee shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity) without further obligation or liability to Licensor (except as specified herein and/or in the Professional Services Agreement) if Licensor commits any material violation or breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensee to Licensor of such breach. Licensee shall have the right to terminate this Agreement effective immediately and without prior notice if Licensor goes into liquidation or

bankruptcy, or if Licensor permanently discontinues Maintenance and Support for the Licensed Software.

7.4 Actions Upon and Following Termination. Termination of this Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon termination, and must remove and return the Licensed Software and all other products and information received by Licensee from Licensor within thirty (30) days after termination. If not removed and returned within such thirty (30) day period, Licensee hereby grants Licensor the right to remove the Licensed Software. In addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement.

## 8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Licensor: Journal Technologies, Inc.  
915 East First Street  
Los Angeles, CA 90012  
Attention: President

and

Munger, Tolles & Olson LLP  
350 South Grand Avenue, 50<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attention: Mark Sayson

To Licensee: DuPage County Department of Information Technology  
421 N. County Farm Road  
Wheaton, Illinois 60187  
ATTN: Lana Long, Business Analyst

and



Jeff York  
DuPage County Public Defender  
503 N. County Farm Road  
Wheaton, Illinois 60187

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that Licensor may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Licensee. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation to be shared equally by both parties:

8.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Licensee shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Licensor shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 Venue. The exclusive venue for resolving any dispute between the parties arising under or related to this Agreement that is not otherwise resolved by meeting or mediation pursuant to the preceding provisions of this Section 8.5, shall be the United States District Court for the Northern District of Illinois, and any respective appellate court.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its conflict of law principles.

8.8 Force Majeure. Neither party shall be liable for any delay or non-performance of their obligations (except for any obligations to make payments) caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, fires or natural disasters.

8.9 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.10 Counterparts. This Agreement may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

*[Continued on Next Page]*

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

JOURNAL TECHNOLOGIES, INC:

Signature on file

By: \_\_\_\_\_ Date: 11/20/17

Printed Name and Title: Gerald L. Salzman, President

COUNTY OF DUPAGE:

Signature on file

By: \_\_\_\_\_ Date: 11/20/17

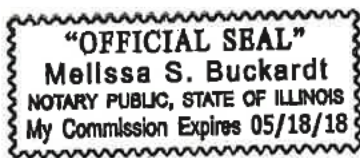
Printed Name and Title: Jeffrey R. York, DuPage County Public Defender

Attest:

Signature on file

By: Paul Hinds, County Clerk Notary Public

Witnessed and Affirmed this 20<sup>th</sup> day of November, 2017



**EXHIBIT A**  
**LICENSE, MAINTENANCE AND SUPPORT FEES AND HOSTING FEES**

**Licensed Software: eDefender®**

**Annual License, Maintenance and Support Fees for first year of License Term:** \$62,800, which includes licenses for 55 agency users and a total of 66 User licenses, as calculated below.

**Hosting Fees for first year of License Term:** \$42,500, which includes 1TB of storage, as calculated below.

**Annual License, Maintenance and Support Fees**

The License, Maintenance and Support Fee for users identified in clause (a) of the definition of "User" in Section 1.12 of the Agreement, is determined in accordance with the following chart:

Pricing Table for System User Licenses for Centralized System

<u>USER GROUPS*</u>	<u>Users</u>	<u>Annual License, Maintenance and Support Fees</u>	
		<u>Per User</u>	<u>For Group</u>
1-50	50	\$1,000	\$50,000
51-100	50	\$800	\$40,000

\*The actual number of User licenses will be used to determine the annual fee, with 50 licenses being the minimum. The Annual License, Maintenance and Support Fee is governed by a five-year agreement with an annual CPI adjustment (not to exceed 1.5%) that will automatically be applied to the fees for each year of the License Term after the first year.

**Other Governmental Agencies**

The additional License, Maintenance and Support Fee for users described in clause (b) of the definition of "User" in Section 1.12 of the Agreement shall be computed based on 20% of the total Users described in clause (a) of the definition of "User" in Section 1.12 of the Agreement.

**Public Users**

The additional License, Maintenance and Support Fee for users described in clause (c) of the definition of "User" in Section 1.12 of the Agreement shall be computed based on 10% of the total Users described in clause (a) of the definition of "User" in Section 1.12 of the Agreement.

The initial Annual License, Maintenance and Support Fee for the first year of the License Term for any Users that will Use the Licensed Software immediately following initial Go

Live must have been received prior to the date of initial Go Live, and shall be due for subsequent years of the License Term immediately prior to each anniversary of initial Go Live. Upon the occurrence of each subsequent Go Live for additional offices, the initial Annual License, Maintenance and Support Fee for the then current year of the License Term (pro-rated for any partial year of the License Term) for any Users that will Use the Licensed Software immediately following such Go Live must have been received prior to the date of such Go Live, and shall be due for subsequent years of the License Term immediately prior to each anniversary of initial Go Live.

**Fee Calculation Explanation**

Upon Licensee’s payment to Licensor immediately prior to Go Live of the annual License, Maintenance and Support Fees of \$62,800 for the first year of the License Term, Licensee will receive Licensed Software licenses for 55 agency users (i.e., users identified in Section 1.12(a) of the Agreement), and 11 additional user licenses (i.e., 20% of agency users) for unlimited use of the Licensed Software by non-agency governmental employees and contractors (i.e., users identified in Section 1.12(b) of the Agreement) accessing the Licensed Software via interfaces, for a total of 66 User licenses. An annual CPI adjustment not to exceed 1.5% (as determined by the Bureau of Labor Statistics – Chicago/Gary/Kenosha region) will automatically be applied to the License, Maintenance and Support Fees for each year of the License Term after the first year.

If the number of agency users increases (decreases), the annual License, Maintenance and Support Fees, including an annual CPI adjustment, will be adjusted pursuant to the pricing table set forth on the preceding page. If Licensee elects to have the eDefender Public Portal extended to the public (i.e., users identified in Section 1.12(c) of the Agreement), including lawyers, assuming the 55 agency user numbers set forth above, Licensee would need an additional six user licenses (i.e., 10% of the agency users), for a total of 72 User licenses.

**Hosting Fees**

The annual hosting fee for JTI to host the Licensed Software and Customer Data in Amazon GovCloud for the first year of the License Term is \$42,500, which includes 1TB of storage. Each additional TB of storage will cost \$4,000 annually. If the number of agency users increases (decreases), the annual hosting fees, including an annual CPI adjustment not to exceed 1.5% (as determined by the Bureau of Labor Statistics – Chicago/Gary/Kenosha region), will be adjusted pursuant to the below pricing schedule.

<u>USER GROUPS*</u>	<u>Estimated Annual Hosting Fees</u>		
	<u>Users</u>	<u>Per User</u>	<u>For Group</u>
1-50	50	\$800	\$40,000
51-100	50	\$500	\$25,000

\* The actual number of User licenses will be used to determine the annual fee for 1TB of storage, with 50 licenses being the minimum.

**EXHIBIT B**  
**SOURCE CODE ESCROW AGREEMENT**

*[See attached.]*

**EXHIBIT C**  
**HOSTED SERVICES**

**Licensor Hosting.** In exchange for an annual hosting fee, Licensor will provide Licensed Software hosted services (the “**Hosted Service**”), which Licensee may access via an Internet connection. Access to the Hosted Service for agency Users of eDefender will be secured and encrypted via a VPN connection. Access to the public portal portion of the Hosted Service will be secured and encrypted via HTTPS.

Licensor hosting utilizes Tier I providers of Cloud infrastructure such as Amazon AWS GovCloud and Microsoft Azure, which eliminates single point of failure interruptions to uptime within the data center, providing a service level of 99.9% uptime with an 8 hour Recovery Point Objective (RPO) and 24 hour Recovery Time Objective (RTO).

**Licensor Responsibilities.** Licensor’s responsibilities with respect to the Hosted Service are as follows:

- a. Provide infrastructure for the hosting of Licensee data.
- b. Provide Maintenance of the Hosted Service.
- c. Provide snapshot backups of data every four hours with a twenty-four hour retention (daily backups are also taken and kept for two weeks).
- d. Provide a single copy of Licensee data upon Licensee’s request not to exceed once per month.
- e. Comply with Section 6.2 of the Agreement concerning Licensor’s responsibilities with respect to confidential Customer Data obtained from Licensee. Licensor shall not be responsible, however, for any accidental or unlawful access or disclosure of confidential Customer Data that results from Licensee’s failure to comply with subparagraph b. below under the heading “Licensee Responsibilities.”

**Licensee Responsibilities.** Licensee’s responsibilities with respect to the Hosted Service are as follows:

- a. Pay the annual hosting fees listed in Exhibit A.
- b. Licensee is solely responsible for, and shall indemnify, defend, and hold harmless Licensor regarding, any unlawful or accidental access to or unauthorized or improper disclosure of Customer Data that results from (i) the conduct of an authorized User of Licensee, (ii) an unauthorized person obtaining an authorized User’s account credentials from such a User or the Licensee, (iii) changes that the Licensee makes to the configuration of the Licensed Software or the hosted database, or (iv) software scripts added to the Licensed Software or the hosted database by the Licensee. Without limiting the foregoing, Licensee shall: (A) notify Licensor immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (B) report to Licensor



immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by Licensee or Users; and (C) not impersonate another User or provide false identity information to gain access to or use the Hosted Service.

- c. Accept that each hosted instance allows for one terabyte of filing cabinet storage. Storage required for the database server is covered by the Hosting Fees. Licensee will be notified when storage usage thresholds exceed 80%, 95%, and 100%. At 100% usage, storage will automatically be expanded by 500 gigabytes and Licensee's hosting fees will be adjusted accordingly at the then current yearly rate. The current rate is listed in Exhibit A. Additional storage may be pre-purchased at any time, however is not required.

Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for any obligations to make payments) where the delay or failure results from any cause beyond such party's reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

System Period of Maintenance.

- a. *Weekly Maintenance Window* (Wednesday, 9:00PM to Thursday, 4:00AM MT). The Hosted Service shall be subject to a maintenance window each Wednesday evening (Hosted Service maintenance window may include loss of network access, the servers, and the operating system during such window). The Hosted Service will not always be disrupted during each weekly maintenance window.
- b. *Extended Maintenance Outage.* If Licensor requires additional time for maintenance or installation, Licensor shall provide written notification to Licensee at least 24 hours prior to implementing an extended maintenance outage. Licensor's notice shall explain the nature and expected duration for the extended maintenance outage.



# Required Vendor Ethics Disclosure Statement

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

Date: 11/8/2024

Bid/Contract/PO #: JPS-P-0042-24

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DocuSigned by:  
 Authorized Signature Brian Cardile  
5B28543AE90F497...  
 Printed Name Brian Cardile  
 Title Corporate Secretary  
 Date 11/8/2024

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



## Judicial/Public Safety Resolution

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

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**File #:** JPS-R-0014-24

**Agenda Date:** 11/19/2024

**Agenda #:** 7.A.

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AUTHORIZATION TO PARTICIPATE AS A MEMBER  
IN THE ILLINOIS EMERGENCY MANAGEMENT  
MUTUAL AID SYSTEM RESPONSE PURSUANT TO AN  
INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT  
OF A MUTUAL AID INTERGOVERNMENTAL SERVICE AGREEMENT

WHEREAS, the DuPage County Board has long since, pursuant to Ordinance, established an Emergency Management Agency/Emergency Services and Disaster Agency of the DuPage County Board, known as the Office of Homeland Security and Emergency Management (OHSEM), pertaining to appropriate functions in the case of an emergency; and

WHEREAS, it is recognized that at any given time emergency situations may occur that are beyond the capacities of the DuPage County Office of Homeland Security and Emergency Management (OHSEM) to deal effectively with in terms of personnel, equipment and material resources; and

WHEREAS, in adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement the DuPage County Board, as one of the Members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel, equipment or material resources to the requesting member jurisdiction as situations allow; and

WHEREAS, said Service Agreement is authorized by the Illinois Emergency Management Act, Section 3305/13 and pursuant to the Ordinances of the DuPage County Board, DuPage County, Illinois County Code, Chapter 10-6, allowing for the participation in various mutual aid agreements; and

WHEREAS, it is in the best interests of the DuPage County Board to provide as much as possible for assistance to the residents of the DuPage County and other Members of said Mutual Aid Service Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board, as follows:

Section 1: That the above and foregoing recitals are incorporated as findings of fact in this Resolution.

Section 2: That the DuPage County Board, a body politic, may participate as a Member of the Illinois Emergency Management Mutual Aid System pursuant to that certain Mutual Aid Intergovernmental Service Agreement which is attached to this Resolution hereto and incorporated herein and identified as "Exhibit A".

Section 3: That the DuPage County Board Chair be and is hereby authorized to execute, on behalf of the DuPage County Board, said Agreement and that the DuPage County Clerk is authorized to attest to said Agreement.

Enacted and approved this 26<sup>th</sup> day of November, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE  
COUNTY**

## HOMELAND SECURITY AND EMERGENCY MANAGEMENT

630-682-7925  
Emergency: 630-682-7207

[www.dupageco.org/oem](http://www.dupageco.org/oem)

### M E M O R A N D U M

**To: Judicial and Public Safety Committee Members**

**From: Craig Dieckman, Director**

**Date: November 15, 2024**

**Subject: Approval of Emergency Management Mutual Aid Agreement**

The attached mutual aid agreement and corresponding resolution will allow DuPage County Office of Homeland Security and Emergency Management (OHSEM) to continue its participation in a statewide emergency management mutual aid system. This system provides the County access to supplemental emergency management personnel and equipment during a large-scale emergency or disaster. These supplemental assets are supplied by other emergency management agencies throughout the State of Illinois.

This agreement also allows DuPage County OHSEM to assist other emergency management agencies with personnel and equipment, as has been done multiple times in the last few years including, but not limited to, serving on damage assessment teams.

The existing version of this agreement, which was signed in October 2011, expires at the end of 2024.

Please contact me with any questions.



**Illinois Emergency Management  
MUTUAL AID SYSTEM  
AGREEMENT**

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

**WHEREAS**, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

## **SECTION ONE**

### **Purpose**

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. During such situations, one Member Unit's personnel and equipment may be called

upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

## **SECTION TWO**

### **Definitions**

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also "Agreement"): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.
- B. "Unit": (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.
- C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.



- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.
- E. "Emergency": Any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- F. "Disaster": An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or any other calamity.
- G. "IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.
- H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.
- I. "IEMMAS Board": The governing body of IEMMAS shall be comprised of elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.
- J. "Special Event": Any non-routine event, that places a strain on any Member Unit's

resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.

- K. “Emergency Management Coordinator”: Means the Emergency Management Coordinator or agency head of a Unit, or their designee.
- L. “Emergency Management Staff”: includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.
- M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.
- N. “Initial Governing Board”: The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.
- O. “Public Agency”: A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- P. “IEMMAS Regional Directors”: The elected members of the Governing Board, representing the IEMMAS Regions.

### SECTION THREE

#### **Authority and Action to Effect Mutual Aid**

The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual Aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the

Requesting Unit;

3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and
4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

## **SECTION FOUR**

### **Compensation for Aid**

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, state, or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid, equipment expenses, Emergency Services, and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge because the administrative

requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. **Third Party Reimbursement.** – Expenses for Emergency Services recovered from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the third party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. **Intrastate Emergency Management Agency Tasking.** Expenses recovered related to a response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that

such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

## **SECTION FIVE**

### **Insurance**

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, or drone liability. The obligations of

this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the jurisdiction. To the extent permitted by governing law, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

## **SECTION SIX**

### **Jurisdiction Over Personnel, Equipment, and Assets**

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If a person from an Aiding Unit is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator.

The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

If, for any reason, an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Agreement and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

## **SECTION SEVEN**

### **Liability**

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Management Staff, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold all other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall



be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

## **SECTION EIGHT**

### **Term**

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

## **SECTION NINE**

### **Effectiveness**

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

## **SECTION TEN**

### **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successor of entity

which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

## **SECTION ELEVEN**

### **Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

## **SECTION TWELVE**

### **Notices**

Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class US mail postage prepaid to the head of the governing body of the participating Member Unit.

## **SECTION THIRTEEN**

### **Governing Law**

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

## **SECTION FOURTEEN**

### **Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

## **SECTION FIFTEEN**

### **IEMMAS Board**

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as “IEMMAS”). IEMMAS that shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase “governing board” in 5 ILCS 220/2(1), which shall be known as the “IEMMAS Board.”

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of

the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

- A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.
- B. The President of IESMA, or their designee, will hold a permanent, and non-

elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

## **SECTION SIXTEEN**

### **Duties of the IEMMAS Board**

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

## **SECTION SEVENTEEN**

### **Rules and Procedures**

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of

Illinois.

## **SECTION EIGHTEEN**

### **Revocation of Prior Agreements**

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2025, shall be the date set forth next to the signature of that new Member Unit.

## **SECTION NINETEEN**

### **Amendments**

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF,

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. A certified copy of the approving ordinance, resolution or authority, along with the executed Agreement is included and shall be sent to the IEMMAS Board.

In Witness Whereof, the Signatory Public Agency designated below enters into this agreement with all other Signatory Public Agencies who have signed or will sign this agreement pursuant to legal authorization granted to is under the Constitution of the State of Illinois (III. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency

\_\_\_\_\_  
Public Agency Name

By: \_\_\_\_\_  
Legally Authorized Agent

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

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

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

State of Illinois                    )  
  ) ss  
County of \_\_\_\_\_            )

\_\_\_\_\_, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the agreement in its entirety, that the entity shown above the “Public Agency Name” line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.







## Budget Transfer

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

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**File #:** 24-3082

**Agenda Date:** 11/19/2024

**Agenda #:** 8.A.

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DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective October 1, 2024

From: 1000  
 Company #

CIRCUIT COURT  
 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	
5900	52100		I.T. EQUIPMENT-SMALL VALUE	\$ 4,840.00	7665.79	2,825.79	11/19/24
Total				\$ 4,840.00			

To: 1000  
 Company #

CIRCUIT COURT  
 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	
5900	54100		IT EQUIPMENT	\$ 4,840.00	0.29	4,840.29	11/19/24
Total				\$ 4,840.00			

Reason for Request:

To cover additional labor costs to have project work completed after hours so as not to shut down traffic courtrooms. This request is associated with PO#6956 Change Order # 1.

Signature on file

Department Head

Chief Financial Officer

10-31-24

Date

Date

Activity

(optional)

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

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

JPS - 11/19/24  
 FIN/CB - 11/26/24





## Budget Transfer

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

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**File #:** 24-3083

**Agenda Date:** 11/19/2024

**Agenda #:** 8.B.

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DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective May 29, 2024

From: 1000  
 Company #

SHERIFF ADMINISTRATION  
 From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
4400	54107		SOFTWARE	\$ 5,000.00	176,291.54	171,291.54	11/7/24
Total				\$ 5,000.00			

To: 1000  
 Company #

SHERIFF ADMINISTRATION  
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
4400	54100		IT EQUIPMENT	\$ 5,000.00	88,527.47	93,527.47	11/7/24
Total				\$ 5,000.00			

Reason for Request:

Budget transfer necessary to cover additional costs for Axon cameras

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

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

JPS - 11/19/24  
 FIN/CB - 11/26/24



Judicial/Public Safety Change Order with Resolution

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

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**File #:** JPS-CO-0012-24

**Agenda Date:** 11/19/2024

**Agenda #:** 7.C.

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AMENDMENT TO PURCHASE ORDER 2846-0001 SERV  
ISSUED TO JOURNAL TECHNOLOGIES, INC.,  
FOR A CASE MANAGEMENT SYSTEM,  
FOR ADDITIONAL FUNDS FOR MONTHLY STORAGE  
FOR THE PUBLIC DEFENDER'S OFFICE  
(INCREASE CONTRACT \$14,600)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for a Change Order to amend purchase order 2846-0001 SERV, to increase the contract total in the amount of \$14,600, for additional funds for monthly storage, an increase of 1.65%.

NOW, THEREFORE, BE IT RESOLVED, that the County Board adopts the changes to Contract Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., for an increase in the amount of \$14,600, for additional funds for monthly storage, resulting in an amended contract total amount of \$897,325.76, an increase of 1.65%.

Enacted and approved this 26th day of November 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Nov 8, 2024

MinuteTraq (IQM2) ID #: JPS-CO-0012-24

<b>Purchase Order #:</b> 2846-1-SERV	<b>Original Purchase Order Date:</b> Nov 14, 2017	<b>Change Order #:</b> 10	<b>Department:</b> Public Defender
<b>Vendor Name:</b> Journal Technologies, Inc		<b>Vendor #:</b> 27873	<b>Dept Contact:</b> Melissa Buckardt
<b>Background and/or Reason for Change Order Request:</b>	Increase line 12 (Monthly Storage) 1000-6300-53807 by \$14,600 Increase contract by \$14,600		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$870,049.38
B	Net \$ change for previous Change Orders	\$12,676.38
C	Current contract amount (A + B)	\$882,725.76
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$14,600.00
E	New contract amount (C + D)	\$897,325.76
F	Percent of current contract value this Change Order represents (D / C)	1.65%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	3.14%

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_
- Increase  $\geq$  \$2,500.00, or  $\geq$  10%, of current contract amount  Funding Source 1000-6300-53807
- OTHER - explain below:

MB	8303	Nov 8, 2024	JRY	8302	Nov 8, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

### REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



# Decision Memo

## Procurement Services Division

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

Date: Nov 1, 2024

File ID #: JPS-CO-0012-24

Purchase Order #: 2846-001SERV

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

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

Increase purchase order value by \$14,600 by increasing funds to line item 12, monthly storage due to shortage of funds.

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

Journal Technologies Inc for monthly storage.

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

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

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

This increase is needed to cover monthly storage.  
Recommend the approval of continuing the contract with Journal Technologies Inc.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

Increase Line 12 (monthly storage) 1000-6300-53807 for \$14,600.  
Increase contract by \$14,600.





# Required Vendor Ethics Disclosure Statement

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

Date: 11/8/2024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DocuSigned by:  
 Authorized Signature Brian Cardile  
 5B28543AE90F497...  
 Printed Name Brian Cardile  
 Title Corporate Secretary  
 Date 11/8/2024

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



Judicial/Public Safety Change Order with Resolution

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

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

**Agenda Date:** 11/19/2024

**Agenda #:** 7.D.

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AMENDMENT TO CONTRACT PURCHASE ORDER #6966-0001 SERV  
ISSUED TO CONFERENCE TECHNOLOGIES, INC.  
FOR ADDITIONAL LABOR COSTS INCURRED DUE TO OUR REQUEST FOR  
AFTER-HOURS SERVICE  
FOR THE 18TH JUDICIAL CIRCUIT COURT  
(INCREASE CONTRACT \$4,840)

WHEREAS, Contract Purchase Order 6966-0001 SERV was issued to Conference Technologies, Inc., on March 27, 2024, by the Procurement Department; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for a Change Order to amend Contract Purchase Order #6966-0001 SERV, to increase the contract total in the amount of \$4,840 for the 18<sup>th</sup> Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts the Change Order increasing Contract Purchase Order #6966-0001 SERV, issued to Conference Technologies, Inc., in the amount of \$4,840 resulting in an amended contract total amount of \$140,530.65, an increase of 3.57%.

Enacted and approved this 26th day of November, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

Date: Oct 31, 2024  
 MinuteTraq (IQM2) ID #: JPS-CO-0013-24

<b>Purchase Order #:</b> 6966	<b>Original Purchase Order Date:</b> Mar 27, 2024	<b>Change Order #:</b> 1	<b>Department:</b> Circuit Court
<b>Vendor Name:</b> Conference Technologies, Inc.		<b>Vendor #:</b> 23282	<b>Dept Contact:</b> Katherine Thompson
<b>Background and/or Reason for Change Order Request:</b>	To change original PRCC line 1 information from account 1000-5900-54100-TDB to 1000-5925-54100-TM24-082 AND add line 2 for \$4,840.00 on account 1000-5900-54100 to cover additional labor costs incurred due to our request for after hours service.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$135,690.65
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$135,690.65
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$4,840.00
E	New contract amount (C + D)	\$140,530.65
F	Percent of current contract value this Change Order represents (D / C)	3.57%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	3.57%

**DECISION MEMO NOT REQUIRED**

Cancel entire order     
  Close Contract     
  Contract Extension (29 days)     
  Consent Only

Change budget code from: 1000-5900-54100-TBD to: 1000-5925-54100-TM24-082

Increase/Decrease quantity from: 135,690.65 to: 140,530.65

Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

Decrease remaining encumbrance and close contract     
  Increase encumbrance and close contract     
  Decrease encumbrance     
  Increase encumbrance

**DECISION MEMO REQUIRED**

Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_

Increase ≥ \$2500.00, or ≥ 10%, of current contract amount  Funding Source \_\_\_\_\_

OTHER - explain below: \_\_\_\_\_

KT	8788	Oct 31, 2024	SA <u>SA</u>	8888	Oct 31, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
_____ Buyer	_____ Date	_____ Procurement Officer	_____ Date		
_____ Chief Financial Officer (Decision Memos Over \$25,000)	_____ Date	_____ Chairman's Office (Decision Memos Over \$25,000)	_____ Date		



**Decision Memo**  
**Procurement Services Division**

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

Date: Oct 31, 2024

File ID #: JPS-CO.0013-24

Purchase Order #: 6966-0001 SFRV

Requesting Department: Circuit Court	Department Contact: Katherine Thompson
Contact Email: katherine.thompson@18thjudicial.org	Contact Phone: 630-407-8788
Vendor Name: Conference Technologies, Inc.	Vendor #: 23282

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.  
 Increase contract from \$135,690.65 to \$140,530.65. This represents an increase of \$4,840 or 3.57% above the original contract amount.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.  
 The original project was to occur during normal operating hours of the courthouse. Due to court case loads it was not feasible to close the traffic courtrooms for this equipment upgrade. We requested that CTI complete the work after hours. This caused additional labor costs for them which they passed on to us.

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

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.  
 1. To scrap the traffic court equipment upgrade, and loose the \$135,690.65 grant funding.  
 2. To close the traffic court rooms during operating hours creating a delay in proceedings.  
 3. To pay the extra \$4,840 and have the work completed after hours. (Recommended)

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.  
 Source of funds will be from our current budget account 1000-5900-52100, there is no future costs associated with this purchase.





## Change Order

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

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**File #:** 24-3084

**Agenda Date:** 11/19/2024

**Agenda #:** 7.A.

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Consent  
JPS 11/5  
OB 11/12



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

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

MinuteTraq (IQM2) ID #: \_\_\_\_\_ 18099

<b>Purchase Order #:</b> 4802-1-SERV	<b>Original Purchase Order Date:</b> Oct 1, 2020	<b>Change Order #:</b> 1	<b>Department:</b> CIRCUIT COURT CLERK
<b>Vendor Name:</b> LOGICALIS		<b>Vendor #:</b> 12232	<b>Dept Contact:</b> JULIE ELLEFSEN

**Background and/or Reason for Change Order Request:** DECREASE AND CLOSE CONTRACT - TOTAL DECREASE \$18,276.91 (contract expired 9/30/24) decrease line 2 - \$4,878.20; line 3 - \$11,239.71; line 4 - \$762; line 5 - \$762; line 6 - 635

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

**INCREASE/DECREASE**

A	Starting contract value	\$151,341.59
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$151,341.59
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$18,276.91)
E	New contract amount (C + D)	\$133,064.68
F	Percent of current contract value this Change Order represents (D / C)	-12.08%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-12.08%

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

\_\_\_\_\_

JCE	8590	Oct 15, 2024	KMV	8647	Oct 15, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

**REVIEWED BY (Initials Only)**

Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date

10/23/2024



## Change Order

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

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**File #:** 24-3085

**Agenda Date:** 11/19/2024

**Agenda #:** 7.B.

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Consent  
JPS 11/5  
CB 11/12



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

Date: \_\_\_\_\_  
 MinuteTraq (IQM2) ID #: 20405

<b>Purchase Order #:</b> 4803-1-SERV	<b>Original Purchase Order Date:</b> Oct 1, 2020	<b>Change Order #:</b> 3	<b>Department:</b> CIRCUIT COURT CLERK
<b>Vendor Name:</b> LEVEL 3 FINANCING, INC		<b>Vendor #:</b> 34675	<b>Dept Contact:</b> JULIE ELLEFSEN
<b>Background and/or Reason for Change</b>	Decrease line 1 - \$18,711.37		
	Decrease line 2 - \$12,688.07		
	Decrease line 3 - \$39,321.60		
<b>Order Request:</b>	Total Decrease \$70,721.04 and close Contract(Expired 9/30/24)		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$219,153.60
B	Net \$ change for previous Change Orders	\$54,945.12
C	Current contract amount (A + B)	\$274,098.72
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$70,721.04)
E	New contract amount (C + D)	\$203,377.68
F	Percent of current contract value this Change Order represents (D / C)	-25.80%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-7.20%

**DECISION MEMO NOT REQUIRED**

Cancel entire order     
  Close Contract     
  Contract Extension (29 days)     
  Consent Only

Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

Decrease remaining encumbrance and close contract     
  Increase encumbrance and close contract     
  Decrease encumbrance     
  Increase encumbrance

**DECISION MEMO REQUIRED**

Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_

Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount     
 Funding Source \_\_\_\_\_

OTHER - explain below: \_\_\_\_\_

JCE	8590	Oct 15, 2024	KMV	8647	Oct 15, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		