DU PAGE COUNTY

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

Judicial and Public Safety Committee

Regular Meeting Agenda

Tuesday, November 18, 2025 **8:00 AM** **County Board Room**

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRWOMAN'S REMARKS - CHAIR EVANS

5. APPROVAL OF MINUTES:

5.A. **25-2799**
Judicial and Public Safety Committee- Regular Meeting Minutes- Tuesday, November 4, 2025

6. PROCUREMENT REQUISITIONS

6.A. **JPS-P-0049-25**
Recommendation for the approval of a contract purchase order to the DuPage County Health Department, to provide a court navigator for court participants in the 18th Judicial Circuit, for the period of December 1, 2025 through November 30, 2026, for a contract total amount not to exceed $48,000. (18th Judicial Circuit Court)

6.B. **JPS-P-0050-25**
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, for the period of December 1, 2025 through November 30, 2026, 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)

6.C. **JPS-P-0051-25**
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, for the period of December 1, 2025 through November 30, 2026, 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)

6.D. **JPS-P-0052-25**

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, for the period of December 1, 2025 through November 30, 2026, 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)

6.E. **JPS-P-0053-25**

Recommendation for the approval of a contract purchase order to the DuPage County Health Department, to provide mental health case management services, for Probation & Court Services, for the period of December 1, 2025 through November 30, 2026, for a contract total amount not to exceed $208,000; per Intergovernmental Agreement. (Probation & Court Services)

6.F. **JPS-P-0054-25**

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, 2025 through November 30, 2026, for a contract total not to exceed $400,000. Contract pursuant to the Governmental Joint Purchasing Act, NASPO contract pricing - Master Agreement #198469. (Sheriff's Office)

6.G. **JPS-P-0055-25**

Recommendation for the approval of a contract purchase order to CDW Government, LLC, for the purchase of IT office equipment and supplies, for the Sheriff's Office, for the period of December 1, 2025 through November 30, 2026, for a contract total not to exceed $525,000. Contract pursuant to the Intergovernmental Cooperation Act (Omnia Contract #2024056-01. (Sheriff's Office)

6.H. **JPS-P-0056-25**

Recommendation for the approval of a contract purchase order to Heartland Business Systems, for the purchase of IT office equipment and supplies, for the Sheriff's Office, for the period of December 1, 2025 through November 30, 2026, for a contract total not to exceed $650,000. Contract pursuant to the Intergovernmental Cooperation Act (TIPS Contract #220105). (Sheriff's Office)

6.I. **JPS-P-0057-25**

Recommendation for the approval of a contract purchase order to American Infrastructure & Tower, LLC, to provide preventative maintenance for digital radio equipment, for the Sheriff's Office, for the period of December 1, 2025 through November 30, 2026, for a contract total amount not to exceed $252,676; per lowest responsible bid #25-102-SHF. (Sheriff's Office)

6.J. **JPS-P-0058-25**

Recommendation for the approval of a contract purchase order issued to Journal Technologies, Inc., for a case management system and monthly storage costs and upgrades, for the Public Defender's Office, for the period of December 1, 2025 through November 30, 2026, for a contract total amount of $270,976; per RFP #17-143-BF. (Public Defender's Office)

6.K. **JPS-P-0059-25**

Recommendation for the approval of a contract purchase order to Vizocom ICT, LLC, for the purchase of nitrile gloves, for the Sheriff's Office, for the period of November 1, 2025 through November 30, 2026, for a contract total not amount to exceed $14,750; per lowest responsible bid (invoice #15763). (Sheriff's Office)

6.L. **JPS-P-0060-25**

Recommendation for the approval of a contract purchase order issued to New Traditions, for transferring bodies to the county morgue, for the Coroner's Office, for the period of December 1, 2025 through November 30, 2029, for a contract total amount not to exceed $480,000; per RFP #25-121-COR. (Coroner's Office)

6.M. **JPS-P-0061-25**

Recommendation for the approval of a contract purchase order issued to NMS Labs, for toxicology lab services, for the Coroner's Office, for the period of December 1, 2025 through November 30, 2029, for a contract total amount not to exceed $400,000; per RFP #25-120-COR. (Coroner's Office)

6.N. **JPS-P-0062-25**

Recommendation for the approval of a contract purchase order issued to Sutton Ford, Inc., to furnish and deliver one (1) Ford Escape for the Children's Advocacy Center, for the period of November 25, 2025 through November 30, 2026, for a contract total amount not to exceed $33,135. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (State of Illinois - Central Management Services, JPMC Police Pursuit and Special Service Vehicles). (State's Attorney)

6.O. **25-2800**

Recommendation for the approval of a contract to LexisNexis, a division of RELX, Inc., for the purchase of online legal research, for the Public Defender's Office, for the period of April 1, 2026 through March 31, 2027, for a total contract amount not to exceed $29,832. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids - Sole Source. (Public Defender's Office)

7. RESOLUTIONS

7.A. **FI-R-0197-25**

Acceptance and Appropriation of the Sustained Traffic Enforcement Program PY26 Grant Inter-Governmental Agreement No. HS-26-0179, 0402 Company 5000-Accounting Unit 4525 in the amount of $39,294 (Sheriff's Office)

8. BUDGET TRANSFERS

8.A. **25-2801**

Transfer of funds from account no 1000-5900-5220 (Operating Supplies and Materials) to account no 1000-5900-54100-0700 (IT Equipment- Capital Lease) and 1000-5900-53800-0001 (Copier Usage) in the amount of $1,525. (Circuit Court)

8.B. **25-2802**

Transfer of funds from account nos. 1000-5900-53817 (Jurors/Witness Fees), 1000-5900-53370 (Repair & Maint. Other Equipment), 1000-5900-53806 (Software & Maintenance), 1000-5900-53808 (Statutory & Fiscal Charges), and 1000-5900-53070 (Medical Services) to account no. 1000-5900-51010 (Building Improvements) in the amount of $8,861 to cover prepaid expenses for extended service warranties. (18th Judicial Circuit Court)

8.C. **25-2803**

Transfer of funds from account no. 1000-6500-54110 (Equipment and Machinery) to account no. 1000-6500-54100 (IT Equipment - Capital Lease) in the amount of $3,000 for copier leasing for the remainder of the fiscal year. (State's Attorney)

9. ACTION ITEMS

9.A. **JPS-CO-0008-25**

Recommendation for the approval of a change order amending purchase order 6919-0001 SERV, issued to Sentinel Offender Services, LLC, to provide alcohol monitoring services and remote breath RBPro to adult clients, to increase the purchase order in the amount of $37,000, resulting in an amended purchase order total amount not to exceed $37,001. (Grant-Funded) (Probation & Court Services)

9.B. **JPS-CO-0009-25**

Amendment to Purchase Order 7523-0001 SERV, issued to CDW, LLC, to increase the contract encumbrance in the amount of $40,000, for a new contract total not to exceed $340,000. (Sheriff's Office)

10. GRANTS

10.A. **25-2804**

GPN 026-25:BJA PY26 Strengthening the Medical Examiner- Coroner System Program-Bureau of Justice Assistance- DuPage County Coroner's Office- $93,558. (Coroner's Office)

11. INFORMATIONAL

11.A. **25-2805**

Safe Harbor Monthly Report- October 2025 (18th Judicial Circuit Court)

11.B. **25-2806**
Public Defender's Office October 2025 Monthly Statistical Report (Public Defender's Office)

12. OLD BUSINESS

13. NEW BUSINESS

14. ADJOURNMENT

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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File #: 25-2799 **Agenda Date:** 11/18/2025 **Agenda #:** 5.A.

DU PAGE COUNTY

Judicial and Public Safety Committee

Final Summary

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

Tuesday, November 4, 2025 **8:00 AM** **County Board Room**

1. CALL TO ORDER

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

2. ROLL CALL

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

MOTION TO ALLOW REMOTE PARTICIPATION

Member Haider moved and Member Childress seconded a motion to allow Member DeSart to participate remotely.

RESULT:	APPROVED
MOVER:	Saba Haider
SECONDER:	Michael Childress

3. PUBLIC COMMENT

3.A. **25-2715**

Online public comment.

4. CHAIRWOMAN'S REMARKS - CHAIR EVANS

No remarks were offered.

5. APPROVAL OF MINUTES:

5.A. **25-2687**

Judicial and Public Safety Committee- Regular Meeting Minutes- Tuesday, October 21, 2025.

RESULT:	APPROVED
MOVER:	Saba Haider
SECONDER:	Greg Schwarze

6. PROCUREMENT REQUISITIONS

6.A. **JPS-P-0048-25**

Recommendation for the approval of a contract purchase order to ThinkGard, to provide Compliance as a Service (CaaS-GRC), for the Sheriff's Office, for the period of November 11, 2025 through February 28, 2027, for a contract total amount not to exceed $38,156.25. Contract pursuant to the Intergovernmental Cooperation Act (TIPS Contract #220105). (Sheriff's Office)

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

6.B. **25-2688**

Recommendation for the approval of a contract purchase order issued to ZIPS Car Wash LLC (DBA Jet Brite Car Wash), to provide unlimited car washes for Sheriff's vehicles, for the Sheriff's Office, for the period of December 1, 2025 through November 7, 2026, for a contract total amount not to exceed $17,600.00; per lowest responsible bid #23-117-DOT. (Sheriff's Office)

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Saba Haider

7. RESOLUTIONS

7.A. **FI-R-0191-25**

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

Member Eckoff asked a question and Kathy Starkovich answered.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Saba Haider
SECONDER:	Greg Schwarze

7.B. **FI-R-0192-25**

Acceptance and Appropriation to Establish Public Defender Services Grant PY26 Inter-Governmental Agreement NO.422091, Company 5000 - Accounting Unit 6350, $50,250. (Public Defenders Office)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Yeena Yoo
SECONDER:	Saba Haider

8. BUDGET TRANSFERS

8.A. **25-2689**

Transfer of funds from account 1000-5900-50050 (Temporary Salaries) and 1000-5900-53040 (Interpreter Services) to 1000-5900-50040 (Part Time Help) in the amount of $12,280.00. (Circuit Court)

RESULT:	APPROVED
MOVER:	Saba Haider
SECONDER:	Yeena Yoo

9. INFORMATIONAL

9.A. **TE-P-0018-25**

Recommendation for the approval of a contract purchase order to Verizon Wireless, for wireless tablet and machine-to-machine services, for the Sheriff's Office, Division of Transportation, Stormwater, and Public Works, for the period of November 16, 2025 through September 30, 2026, for a total contract amount not to exceed $33,510; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (State of Illinois Master Contract #CMS793372P).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Jim Zay

10. OLD BUSINESS

Members Zay, DeSart, Yoo, Honig, Ozog, Haider and Chair Evans had conversation regarding drone policies.

11. NEW BUSINESS

Members Zay, Garcia and Eckhoff asked questions regarding federal immigration activity and signs posted on the DuPage County campus and a member of the State's Attorney office responded.

12. ADJOURNMENT

With no further business, the meeting was adjourned.

421 N. COUNTY FARM ROAD
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File #: 25-2715 **Agenda Date:** 11/4/2025 **Agenda #:** 3.A.

Blakely, Heidi

From: noreply@formstack.com
Sent: Monday, October 27, 2025 8:34 PM
To: Web Master; County Board Public Comment
Subject: PublicComment

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

Formstack Submission For: PublicComment

Submitted at 10/27/25 8:34 PM

Meeting Date:	10/27/25
Meeting:	Judicial and Public Safety Committee
Name:	Giselle Garcia
Organization:	Casa DuPage
Address:	[redacted]
Daytime Phone:	[redacted]
Subject:	Sheriff's Proposal for Purchase of Tethered Drones
Comment:	I'm concerned about the Sheriff's proposal to purchase tethered drones and urge the Board to ensure clear safeguards for data access, retention, and oversight before approval. What specific policies will protect residents' privacy and ensure independent accountability for drone use?

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421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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File #: 25-2687 **Agenda Date:** 11/4/2025 **Agenda #:** 5.A.

DU PAGE COUNTY

Judicial and Public Safety Committee

Draft Summary

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

Tuesday, October 21, 2025 **8:00 AM** **County Board Room**

1. CALL TO ORDER

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

2. ROLL CALL

Member Garcia and Member Cahill were present for meeting.

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

MOTION TO ALLOW REMOTE PARTICIPATION

Member Honig moved and Member Yoo seconded a motion to allow Member DeSart and Member Haider to participate remotely, pursuant to Section 7 (a) of the Open Meetings Act.

RESULT:	APPROVED
MOVER:	Andrew Honig
SECONDER:	Yeena Yoo

3. PUBLIC COMMENT

Jesse Gutierrez spoke about immigration enforcement.

4. CHAIRWOMAN'S REMARKS - CHAIR EVANS

Chair Evans greeted and asked Members to say "Hello to Hinsdale Central High School students" and thanked the teacher for bringing them to the meeting.

5. APPROVAL OF MINUTES:

5.A. 25-2567
Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, October 7, 2025

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Michael Childress

6. PROCUREMENT REQUISITIONS

6.A. **JPS-P-0046-25**

Recommendation for the approval of a contract to Audriana T. Anderson of the Law Firm of Anderson Attorneys & Advisors, LLC, to provide professional services as a Child Protection GAL Attorney assigned to juvenile cases, for the period of November 1, 2025 through October 31, 2026, 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)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Brian Krajewski
SECONDER:	Andrew Honig

6.B. **JPS-P-0047-25**

Recommendation for the approval of a contract purchase order to Safeware, Inc., for the purchase of a tethered drone, for the Sheriff's Office, for the period of October 28, 2025 through October 27, 2030, for a contract total not to exceed $67,892.25. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract 080922-SAF). (Sheriff's Office)

Members Schwarze, Krajewski, Honig, Ozog, Yoo, and Evans asked questions about the contract. Sheriff's Office provided answers.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Andrew Honig

6.C. **25-2563**

Recommendation for the approval of a contract purchase order to American Made Safe & Security, LLC, for the purchase of a GSA Class 5-Four Drawer Safe, for the Sheriff's Office, for the period of October 21, 2025 through October 20, 2026, for a contract total not to exceed $15,561.80. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (Direct Purchase Authorization by GSA). (Grant-funded) (Sheriff's Office)

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Jim Zay

7. BUDGET TRANSFERS

7.A. 25-2564

Transfer of funds from account 1000-4404-54107 (Software) to accounts 1000-4404-54100 (IT Equipment) and 1000-4401-53090 (Other Professional Services) in the amount of $442,000. (Sheriff's Office)

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Michael Childress

8. INFORMATIONAL

8.A. 25-2565

Safe Harbor Monthly Report- September 2025 (18th Judicial Circuit Court)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Michael Childress
SECONDER:	Yeena Yoo

8.B. 25-2566

Public Defender's Office September 2025 Statistical Report (Public Defender's Office)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Michael Childress
SECONDER:	Yeena Yoo

9. OLD BUSINESS

Chair Evans stated Member DeSart wanted clarification on how the Sheriff's Office is responding to SB1953, also known as the Sonya Massey Bill. Sheriff's Office responded.

10. NEW BUSINESS

No new business was discussed.

11. ADJOURNMENT

With no further business, the meeting was adjourned.

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

File #: JPS-P-0048-25 **Agenda Date:** 11/4/2025 **Agenda #:** 6.A.

AWARDING RESOLUTION ISSUED TO
THINKGARD
TO PROVIDE COMPLIANCE AS A SERVICE (CAAS-GRC)
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT $38,156.25)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement to provide Compliance as a Service (CaaS-GRC); and

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to ThinkGard, to provide Compliance as a Service (CaaS-GRC), for the period of November 11, 2025 through February 28, 2027, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said to provide Compliance as a Service (CaaS-GRC), for the period of November 11, 2025 through February 28, 2027, for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to ThinkGard, 3000 Galleria Circle Suite 1130 Hoover, AL 35244, for a contract total amount not to exceed $38,156.25, per contract pursuant to the TIPS Contract #220105.

Enacted and approved 12th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DuPage County Sheriff, IL - Compliance as a Service

Quote created: September 23, 2025 Reference: 20250923-131157118

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

Jason Snow
jason.snow@dupagesheriff.org
6304072000

Comments

This proposal for DuPage County Sheriff's Office includes pricing for ThinkGard's co-managed Compliance as a Service for 15 months.

Billing Terms: 15-month contract
November 2025 - February 2027 at a lump sum of: $34, 687.50

All applicable taxes will be assessed at time of billing.

The Interlocal Purchasing System (TIPS): https://www.tips-usa.com
ThinkGard contract number: 220105

Products & Services

Compliance as a Service (CaaS - GRC) - Public Sector

1x $34,687.50/ 15-months

In the dynamic landscape of public sector organizations, the need for robust Governance, Risk, and Compliance (GRC) solutions is more critical than ever. Our tailored GRC solution for the public sector is a comprehensive platform designed to address the unique challenges faced by government entities in adhering to regulations, managing risks, and enhancing governance practices.

Key Features:

1. Regulatory Compliance for Government Entities:
   • Centralized hub for monitoring, assessing, and managing regulatory compliance specific to the public sector.
   • Ensures adherence to governmental policies and mandates.
2. Risk Identification and Assessment for Public Services:
   • Effective identification, assessment, and prioritization of risks to organization.
   • Quantification of potential impacts and likelihoods for proactive risk mitigation strategies.
3. Policy and Procedure Management for Government Operations:
   • Streamlined creation & distribution of policies and procedures.
   • Promotion of accountability and transparency in operations.
4. Government Audits and Assurance:
   • Housing all data and documentation needed for various audits.
   • Assisting in audit process, tracking findings, and generating comprehensive reports.
5. Incident and Issue Tracking for Government Transparency:
   • Centralized system to promote transparency and accountability.
   • Timely capture and analysis of incidents to uphold public trust.
6. Workflow Automation for Government Efficiency:
   • Improved operational efficiency through designed and implemented workflows of routine GRC processes.
   • Reduction of manual efforts, minimization of errors, and consistency in governance practices.
7. Real-time Monitoring and Reporting for Accountability:
   • Design & build real-time dashboards and customizable reports for insights into the GRC status of organization.
   • Monitoring of key performance indicators, compliance metrics, and risk trends.
8. Collaborative Platform for Inter-Agency Cooperation:
   • Fostering collaboration among different departments and agencies through an integrated platform.
   • Encouraging communication and knowledge-sharing to strengthen the overall GRC

framework.

Additional Services:

1.) Security Framework Identification and Implementation:
- Assessment of current security posture and identification of gaps.
- Strategic guidance to move the organization into a robust security framework.
- Advisement of needed security measures to safeguard sensitive information and ensure resilience against cyber threats.

2.) Conducting scheduled tabletop exercises (per request) with IT staff to prepare in the event of an incident
3.) Creation and maintenance of a Cyber Incident Response Plan (CIRP) in accordance with Department of Homeland Security guidelines.

Benefits:
- Government Compliance Assurance: Ensure compliance with regulatory requirements specific to the public sector, minimizing legal risks and ensuring good governance.
- Enhanced Public Trust: Promote transparency, accountability, and responsiveness, reinforcing public trust in government entities and their ability to deliver essential services.
- Operational Resilience: Strengthen the resilience of government operations by identifying and mitigating risks, ensuring continuity in the delivery of critical public services.
- Efficient Resource Allocation: Optimize resource allocation through streamlined GRC processes, allowing organization to focus on priorities that matter most to the public.

Elevate your public sector governance, risk management, and compliance efforts with our tailored solution, including strategic support for moving your organization into a robust security framework.

*Can add Incident Response services for additional fee.

ThinkGard - Governance, Risk, & Compliance (GRC) Implementation Service 1 x $3,468.75

A one-time fee that includes implementation, deployment, and optimization of ThinkGard's GRC platform and service.

Annual subtotal	$34,687.50
One-time subtotal	$3,468.75
Total	$38,156.25



This quote expires on November 30, 2025

This Order is entered into as of September 23, 2025 between ThinkGard, LLC a Delaware corporation ("Company") and DuPage County Sheriff, IL ("Client")

Order Governed by the Master Agreement

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

Deliverables & Services

Services Onboarding

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

Compliance as a Service

1. **Compliance Roadmap Development**: Following the gap analysis, Company will develop a customized strategy for bridging the identified gaps. This actionable roadmap will be practical and phased, addressing immediate compliance needs while also outlining a trajectory for long-term security improvements. The roadmap will act as a guide for achieving and upholding ongoing compliance.
2. **Policies and Procedures Creation**: Leveraging the findings from the gap analysis and roadmap stages, Company will formulate tailored policies and procedures that align with applicable security controls. These documents will establish clear, actionable guidelines for maintaining compliance and best practices as part of Client's daily operations.
3. **Integrated Policy and Procedure Optimization**: Company will engage in the continuous enhancement of cybersecurity policies and the establishment of a comprehensive Security Governance Framework tailored to Client's specific operational requirements, ensuring consistent adherence to compliance standards.
4. **Continuous Compliance Monitoring**: Company continuous compliance monitoring will involve systematic evaluations of security controls to proactively identify and mitigate non-compliant controls, along with regular updates to the Compliance Monitoring Plan to stay current with evolving cybersecurity trends and applicable requirements.

Exclusions

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

1. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
2. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.

3. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

Assumptions

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

Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client will be responsible for ensuring applicable agents and software are deployed to Client devices.
3. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
4. Third party tool licensing may be required for additional cost.

Invoicing

1. Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.
2. Upon execution of an Order, Company shall invoice Client for all non-recurring charges due for Company to commence Services, including any onboarding fees. Upon activation of the Services, billing shall commence, and Company shall invoice Client for monthly recurring charges in advance of providing managed services. If the Order start date does not fall on the first calendar day of a month, Company shall calculate the first month's Services on a prorated basis.
3. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.
4. Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.
5. The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.

6. Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.
7. At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.
8. In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.
9. Additional services may be added at any time during the life of this Order at the unit price listed above.

Signature

Choose a profile to start the e-signature process.

Jason Snow
jason.snow@dupagesheriff.org

Verify to sign

Ryan Ashburn
ryan.ashburn@vc3.com

Verify to sign

Questions? Contact me



Brittany Rademacher
Account Executive
brittany.rademacher@thinkgard.com
+15174200434

ThinkGard

3000 Galleria Circle, Suite 1130
Hoover, AL 35244
United States



Printed 23 May 2025

www.thinkgard.com

ThinkGard LLC

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

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

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

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

Overview

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

AWARDED CONTRACTS "View EDGAR Doc" on Website

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

CONTACTS BY CONTRACTS

220105

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

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	VC3, Inc.
CONTACT PERSON:	Nolan Griffin
CONTACT EMAIL:	Nolan.griffin@vc3.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

If “Yes”, complete the required information in the table below.

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

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

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

- ❑ Yes
- ☑ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

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

Section IV: Certification

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

Printed Name: Nolan Griffin Signature: [redacted]

Title: Regional Vice President of Sales Date: 10/22/2025

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2584	RFP, BID, QUOTE OR RENEWAL #: 20250519-131157118	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $34,687.50
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/4/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $34,687.50
	CURRENT TERM TOTAL COST: $34,687.50	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: ThinkGard	VENDOR #:	DEPT: DuPage Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Brittany Rademacher	VENDOR CONTACT PHONE: 15174200434	DEPT CONTACT PHONE #: 630-405-2071	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: brittany.rademacher@thinkgard.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
ThinkGard Compliance as a Service will help the Sheriff's Office to follow HIPPA, CJIS, and PCI. These three items have their own set of rules and compliance needed. There is some over. These items change frequently. Having this server will notify the Sheriff's Office on any changes and help us comply with those changes. The service will also help with an audit if one arises.

Interlocal Purchasing System (TIPS): https://www.tips-usa.com ThinkGard contract number: 220105

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Compliance in theses government bodies are changing replay due to the changing landscape of technology. ThinkGard partner with the Sheriff's Office to help us stay in compliance like they have done in other law enforcement agency.

SECTION 2: DECISION MEMO REQUIREMENTS

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

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

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Approved Cooperative Agreement - TIPS CONTRACT - 220105
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). Purchase the service from ThinkGard to maintain compliance. Do nothing and be out of compliance. With the complexity of these items, wait and hire staff to manage these items and be out of compliance.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: ThinkGard	Vendor#:	Dept: DuPage County Sheriff's Office	Division: Civil Department
Attn: Brittany Rademacher	Email: brittany.rademacher@thinkgard.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 3000 Galleria Circle, Suite 1130	City: Hoover,	Address: 501 N County Farm RD	City: Wheaton
State: AL	Zip: 35244	State: IL	Zip: 60187
Phone: 15174200434	Fax:	Phone: 630-407-2122	Fax:
Send Payments To:		*Ship to:*	
Vendor: ThinkGuard	Vendor#:	Dept: DuPage County Sheriff's Office	Division: IT Department
Attn: Brittany Rademacher	Email: brittany.rademacher@thinkgard.com	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: 3000 Galleria Circle, Suite 1130	City: Hoover,	Address: 501 N County Farm RD	City: Wheaton
State: AL	Zip: 35244	State: IL	Zip: 60187
Phone: 15174200434	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 11, 2025	Contract End Date (PO25): Feb 28, 2027

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Compliance As a Service (CaaS - GRC) Piblic Sector	FY25	1000	4404	53807		34,687.50	34,687.50
2	1	EA		ThinkGard - Governance, Risk, & Compliance (GRC) Implemntatinon Service	FY25	1000	4404	53807		3,468.75	3,468.75
FY is required, ensure the correct FY is selected.										Requisition Total	$ 38,156.25

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. This contract purchase order is to provide CaaS and GRC Implementation Service per reference number 20250923-131157118.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Copy Jason Snow when sending the purchase order.
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.

ThinkGard

Master Services Agreement

This Master Services Agreement ("Agreement") is entered into as of May 19, 2025 (the "Effective Date"), between ThinkGard, a Delaware corporation having its principal place of business at 3000 Galleria Cir STE 1130, Hoover, AL 352441 ("Company"), and DuPage County Sheriff, IL, having its principal place of business at 501 N. County Farm Road ("Client").

Client and Company hereby agree as follows:

1. Services, Third Party Products; and Orders.

1.1 Services. Company will provide to Client managed security services or a component thereof, managed backup and disaster recovery services, and/or other services (the "Services"), in each case as described in a written executed order between Company and Client (each an "Order"); provided however that the parties recognize that Company may from time to time provide Services to Client at Client's request without an Order, and in such cases, these Services shall be subject to and governed by the terms and conditions of this Agreement and performed by Company on a time and materials basis and invoiced at the hourly billing rates specified in Exhibit A.

1.2 Third Party Products. Company may sell or license or provide Third Party Products (as defined in Section 5.2) to Client as set forth in and on terms and conditions set forth in an Order.

1.3 Order. To be effective, each Order shall reference this Agreement and, when Client's signed version is received by Company, shall automatically be deemed a part of, and governed by the terms of, this Agreement. Each Order is enforceable according to the terms and conditions contained therein.

1.4 Change Orders. Client may request a change in the scope or nature of the Services in an Order at any time. However, changes to the scope of the Services in an Order can be made only in writing executed by both parties.

1.5 Non-Exclusive. Client understands and agrees that the Services provided under this Agreement are not exclusive to Client, and Company may provide the same or similar services to Company's other customers.

2. Charges for Services and Third Party Products.

2.1 Fees. Client agrees to pay Company the fees for Services and Third Party Products as indicated in each Order, or as hourly work defined below in Exhibit A (collectively referred to as the "Fees"), in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*. Unless otherwise expressly stated in an Order, Company's compensation for Services will be based on direct labor hours charged at fixed labor rates. The Order may call for a budget of expected charges as a way for both parties to monitor performance. Except as otherwise expressly set forth in an Order, all Services that are identified to be rendered on a time and materials basis will be invoiced at the hourly billing rates specified in Exhibit A.

2.2 Payment. Unless otherwise stated in an Order, all undisputed Fees for Services shall be due and payable by Client within sixty (60) days of receipt of Company's invoice for same, in accordance with the provisions of the Illinois Local Government Prompt Payment Act. Unless otherwise stated in an Order, Fees for Third Party Products shall be due and payable in advance of delivery. Payments made using electronic transfer shall be deducted from Client's designated bank account on the first business day of the month for which the Services are to be provided or on the date of delivery of Third Party Products. For prepaid Fees or Fees paid pursuant to a service plan, payment must be made in advance of providing Services or delivery of Third Party Products, unless other arrangements are agreed upon in the Order. Fees invoiced to Client shall be paid on a net sixty (60) day basis. Late payment for undisputed Fees (or any other amounts owing from Client to Company) shall be subject to interest on the unpaid amount(s) until and including the date payment is received, at the rate provided for by the Illinois Local Governmental Prompt Payment Act. Company reserves the right, but not the obligation, to suspend part or all of the Services in the event

that any portion of undisputed Fees are not timely received by Company within fifteen (15) days following the date on which such Fees are due. All disputes initiated by Client related to Fees must be received by Company within thirty (30) days after the applicable Service is rendered or the date on which Client receives an invoice, whichever is later, otherwise Client waives its right to dispute the applicable Fees thereafter. A re-connect fee may be charged to Client in the event that Company suspends the Services due to Client's nonpayment. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.

2.3 Expenses. Client shall pay Company for all reasonable expenses incurred by Company in the performance of the Services, including without limitation, necessary and reasonable: travel and out-of-pocket expenses incurred pursuant to this Agreement.

2.4 Taxes. Client shall pay directly, or reimburse Company for, and to the extent permitted by applicable law indemnify and hold Company harmless from, all applicable taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or Third Party Products or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions. This includes, but is not limited to applicable: sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, Third Party Products, equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income.

3. Term; Termination.

3.1 Term. The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement.

3.2 Termination for Breach. Either party may terminate an Order or this Agreement, as applicable, for material breach by the other party of the Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination.

3.3 Early Termination. The Parties acknowledge that early termination of this Agreement or any Order (i) by Company pursuant to Section 3.2 (Termination for Breach) or (ii) termination of this Agreement or and Order by Client for any reason other than pursuant to Section 3.2 will result in Company incurring damages difficult or impossible to ascertain. In the event of such occurrence, Company will be entitled to, and Client agrees to pay (not as a penalty), all fees due for the remaining term of the Agreement for pre-purchased equipment and licensing, or Order(s), as applicable, in addition to any other amounts owed to Company for services rendered under this Agreement

3.4 Equipment/ Software Removal. Upon termination of this Agreement or an Order for any reason, Client shall provide Company with reasonable access, during normal business hours, to Client's premises (or any other locations at which Company-owned hardware, equipment or software is located) to enable Company to remove all Company-owned hardware , equipment and software from the premises (if any). If Client fails to grant Company access as described herein, or if any of the Company-owned hardware or equipment is broken or damaged (normal wear and tear excepted) or any of the software is missing, Company shall have the right to invoice Client for, and Client hereby agrees to pay immediately, the full repair or replacement value (whichever is lower) of any and all Company-owned hardware, equipment and software (as applicable) located at Client's premises.

3.5 Survival. Expiration or termination of any Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

4. Proprietary Protections.

4.1 Ownership Rights

(a) General. Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks, or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Client to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding anything to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade secrets or proprietary information of Company or are otherwise owned or licensed by Company (collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights on the part of Company in the technology developed as a result of the Services performed under this Agreement.

(b) Materials Developed for or Delivered to Client. Client agrees that all software and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to Client pursuant to this Agreement or any Order, including without limitation all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights, but excluding Client Information as defined under paragraph 4.2 below, (collectively, the "Materials"), shall be the exclusive property of Company and the Company shall own all right, title and interest therein. In this connection, Client acknowledges that all Materials which are or may be developed pursuant to this Agreement or any Order are and shall be the intellectual property and confidential proprietary information and products of Company, and Client hereby transfers and assigns any and all rights in and to the Materials to Company, its successors and assigns, including without limitation all intellectual property rights relating thereto. From time to time upon Company's request, Client shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Company may request. Company agrees that Client shall have a limited nonexclusive license to use the Materials internally to the extent necessary to carry out and fulfill the terms and conditions of the Order for which the Materials were developed and shall have the right to grant a limited nonexclusive license to the third parties specifically identified in an Order to use the Materials solely for the purposes contemplated by such Order, provided that such third parties shall first agree in a signed writing to be bound by the terms of this Agreement or such terms as may be acceptable to Company

(c) Specific Deliverables Owned by Client. Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and the other provisions of this Section 4.1(c), Client will own the copyright in and to Materials that (i) are developed for and delivered by Company to Client, (ii) are paid for by Client, and (iii) are clearly and specifically identified in an Order as governed by the provisions of this Section 4.1(c) (the "Specific Client Owned Deliverables") Notwithstanding the foregoing, Company will retain ownership of any Company-owned software or development tools that are used in producing the Specific Client Owned Deliverables and become embedded in the Specific Client Owned Deliverables. Company hereby grants to Client a perpetual (subject to compliance with this sentence), royalty-free, non-transferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Client's internal use and exploitation of the Specific Client Owned Deliverables and only so long as such software and tools (if any) remain embedded in the Specific Client Owned Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Specific Client Owned Deliverables other than the copyright ownership rights granted to Client pursuant to this Section 4.1(c)

4.2 Client Information. Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by Client to Company or the Services ("Client Information"), which Client Information is being provided to Company solely for the purposes of enabling Company to render the Services, and that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the

accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

4.3 Confidentiality.

(a) Confidential Information. This Section 4.3 shall apply to all confidential and proprietary information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party") in connection with this Agreement, including without limitation, all Client Information, Materials of Company, and information related to the Disclosing Party's technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, "Confidential Information"). To the extent permitted by applicable law, the terms and conditions of this Agreement and all Orders shall be treated by Client as the Confidential Information of Company. Confidential Information shall not include any information which (i) was known to the Receiving Party prior to being disclosed by the Disclosing Party, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party's Confidential Information.

(b) Scope of Obligation. The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement. Each party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other party's Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party's Confidential Information from unauthorized disclosure and/or use.

(c) Limited Disclosure Right. Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of the possibility of any such requirement and, to the extent legally permissible, has given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure.

(d) Return of Confidential Information. Promptly upon termination of this Agreement, or at any other time upon the request by a party, the other party shall (i) return to the Disclosing Party or, at the Disclosing Party's request, destroy all Confidential Information of such Disclosing Party, whether in paper or electronic form, provided, however that the foregoing shall not apply to Confidential Information that is stored in the Receiving Party's electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party's business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section 4.3

5. Limited Warranty and Disclaimers.

5.1 Limited Services Warranty. Company warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or

specifications set forth in the applicable Order Company's sole liability under the foregoing warranty shall be to provide the services described in Section 5.5 hereof.

5.2 No Third Party Products Warranty. UNLESS OTHERWISE EXPRESSLY STATED IN AN ORDER, ANY THIRD PARTY PRODUCTS OR SERVICES SOLD TO, PROVIDED TO OR PROCURED FOR CLIENT, INCLUDING BUT NOT LIMITED TO THIRD PARTY HARDWARE, SOFTWARE, PERIPHERALS AND ACCESSORIES (COLLECTIVELY, "THIRD PARTY PRODUCTS") ARE PROVIDED TO CLIENT "AS IS" AND COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR STATUTORY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, SECURITY, INTEGRATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL USE REASONABLE EFFORTS TO ASSIGN, TRANSFER AND FACILITATE ALL WARRANTIES (IF ANY) AND SERVICE LEVEL COMMITMENTS (IF ANY) FROM THE APPLICABLE THIRD PARTY MANUFACTURER OR VENDOR FOR THE THIRD PARTY PRODUCTS TO CLIENT, BUT WILL HAVE NO LIABILITY WHATSOEVER FOR SUCH THIRD PARTY PRODUCTS. COMPANY SHALL NOT BE HELD LIABLE AS AN INSURER OR GUARANTOR OF THE PERFORMANCE, UPTIME, USEFULNESS, OR QUALITY **OF ANY THIRD PARTY PRODUCTS.**

5.3 No Compliance Warranty. COMPANY DOES NOT WARRANT THAT THE PROVISION OF THE SERVICES, OR CLIENT'S USE OF THE SERVICES, WILL SATISFY ANY PARTICULAR INDUSTRY-SPECIFIC OR REGULATORY REQUIREMENTS, OR BRING CLIENT INTO COMPLIANCE WITH ANY SUCH REQUIREMENTS.

5.4 DISCLAIMER OF WARRANTIES. THE WARRANTY SET FORTH IN SECTION 5.1 STATES COMPANY'S SOLE AND EXCLUSIVE WARRANTY TO CLIENT HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF PERFORMANCE, SECURITY, INTEGRATION, NON-INFRINGEMENT, MERCHANTIBILITY, OR FITNESS FORA PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. COMPANY DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY.

5.5 Notice Obligation; Remedy Regarding Services. Client shall notify Company in writing within thirty (30) days after completion of the Services in question when any of the Services fail to substantially conform to the description of services or specifications set forth in the applicable Order. Such notification shall include the detailed information necessary for Company to verify such nonconformity. Upon actual receipt of such notification and verification of the nonconformity, Company shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Order. Client agrees to pay Company for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

6. Limitation of Liability.

6.1 COMPANY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES, OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT SUBSTANTIALLY CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN AN ORDER, OR SPECIFICATIONS IDENTIFIED IN AN ORDER.

6.2 IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT DURING THE PRECEDING NINETY (90) DAYS UNDER THIS AGREEMENT FOR THAT PORTION OF THE SERVICES WHICH FAIL TO CONFORM. IN NO EVENT SHALL COMPANY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING FOR ANY CLAIM AND/OR SERIES OF CLAIMS

WHETHER RELATED OR UNRELASTED), WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EXCEED THE AMOUNTS PAID BY CLIENT TO COMPANY IN THE NINETY DAY (90) PERIOD PRECEDING THE EVENT(S) GIVING RISE TO THE CLAIM (OR TO THE FIRST CLAIM IN A SERIES OF CLAIMS). IT IS UNDERSTOOD AND AGREED THAT THE FEES FOR THIRD PARTY PRODUCTS (IF ANY) PROVIDED TO CLIENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN THIS PARAGRAPH AND AMOUNTS PAID BY CLIENT TO COMPANY.

6.3 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, LOST PROFITS, LOST REVENUE, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE EXCEEDING THE AMOUNTS PAID BY CLIENT DURING THE PRECEDING NINETY (90) DAYS UNDER THIS AGREEMENT, **EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY OR FOR ANY DAMAGES CAUSED BY ANY DELAY IN FURNISHING SERVICES HEREUNDER.**

6.4 CLIENT ACKNOWLEDGES THAT COMPANY HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

6.5 Unless otherwise expressly stated in an Order, Company assumes no liability for failure of hardware or equipment or software or any losses resulting from such failure.

6.6 Client is responsible for adopting reasonable measures to limit Client's exposure with respect to such potential losses and damages, including without limitation examination and confirmation of results of the Services prior to use thereof, provision for identification and correction of errors and omissions, and preparation and storage of backup or duplicate data. Client is also responsible for complying with, and shall comply with, all local, state, provincial, federal, national and international laws, rules and regulations ("Laws") pertaining to the use of the Services and use and disclosure of any Client Information

7. Indemnity

7.1 Infringement Claims.

(a) General. Subject to Section 6 of this Agreement, the limitations set forth below in this Section 7.1 and the procedures set forth below in Section 7.3, and to the extent permitted by applicable law, Company and Client (each an "indemnitor") each agrees to defend the other party (each an "indemnitee") against any action to the extent that such action is based upon a claim that the Confidential Information (other than third party hardware, software, products, materials or services) provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, or (ii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret, and the indemnitor will bear the expense of such defense and pay any damages, costs and expenses, including reasonable attorneys' fees and expenses (collectively "Damages") that are attributable to such claim finally awarded by a court of competent jurisdiction. Nothing contained herein shall be construed as prohibiting the Client, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Indemnifying party shall likewise be liable for the cost, fees and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as constituting a waiver of Client's defenses or immunities under the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification.

(b) Exclusions. Neither Company nor Client will be liable to the other for claims of indirect or contributory infringement. The indemnitor will have no liability to the indemnitee hereunder if (i) the claim of infringement is based upon the use of Confidential Information provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the

indemnitor or used in an unauthorized manner for which the Confidential Information was not designed, (ii) the indemnitee modifies any Confidential Information provided by the indemnitor hereunder without the indemnitor's permission and such infringement would not have occurred but for such modification, or (iii) the claim of infringement arises

out of the indemnitor's compliance with specifications or requirements provided by the indemnitee and such infringement would not have occurred but for such compliance.

(c) Additional Remedy. If Confidential Information becomes the subject of an infringement claim under this Section 7.1, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Section 7.1, the indemnitor may, at its option and in its sole discretion, (A) replace or modify the Confidential Information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the Confidential Information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to Section 6 of this Agreement. If neither alternative is pursued by, or (if pursued) available to, the indemnitor, (x) the indemnitee will return such Confidential Information to the indemnitor and (y) if requested by the indemnitee in good faith, the parties will negotiate, but subject to Section 6 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 7.1) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such Confidential Information. The payment of any such monetary damages will be the indemnitee's sole and exclusive remedy for the inability of the indemnitor to implement either of the above alternatives.

7.2 Third Party Indemnification of Company. Without limiting Company's liability to Client under this Agreement, each of the parties acknowledge that Company would not enter into this Agreement, and by Company entering into and performing its obligations under this Agreement, Company will not assume and should not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees, subject to Section 7.3 below and to the extent permitted by applicable law, to indemnify and defend Company and hold Company harmless from any and all third party claims and Damages arising out of the conduct of Client's business, including without limitation the use by Client of the Services or any Third Party Products.

7.3 Procedures. The indemnification obligations set forth in this Section 7 will not apply unless the party claiming indemnification: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; P-rovided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 7 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, except that no agreement relating to the settlement thereof shall be finalized without the indemnitee's consent;
P-rovided, however, that the indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing. If the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

8. Additional Terms.

8.1 EULAs. Portions of the Services may require Client to accept the terms of one or more third party end user license agreements ("EULAs"). EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement or an applicable Order. Client agrees to be bound by the terms of such EULAs and shall look only to the applicable third party provider for the enforcement of the terms of such EULAs. To the extent permitted by applicable law, Client will

defend, indemnify, and hold Company harmless from any claims and Damages resulting from any breach of a EULA by Client or any of its directors, officers, employees, or agents.

8.2 Data Backup. Unless otherwise stated in an Order, Client understands and agrees that Company shall not be responsible for data backup or any data lost, corrupted, or rendered unreadable due to communication and/or transmissions errors or related failures, or equipment failures (including but not limited to silent corruption-related issues). Client is strongly advised to maintain a local and offsite backup of all mission-critical or customer-critical data, and to periodically verify the integrity and availability of all backed up data.

8.3 Bring Your Own Device (BYOD). Client hereby represents and warrants that Company is authorized to provide the Services to all devices, peripherals and/or computer processing units, including without limitation mobile devices (such as personal digital assistants, notebook computers, and tablet computers) that (i) are connected to Client's systems related to the Services, and (ii) have been designated by Client to receive the Services, regardless of whether such device(s) are owned, leased or otherwise controlled by Client. Unless otherwise stated in an Order, devices will not receive or benefit from the Services while the devices are detached from or unconnected to such systems.

8.4 Hosted Solutions. Hosted solutions, including but not limited to hosted email and document-related applications, may require Client to accept the terms of a third party EULA, which may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. Client agrees to be bound by the terms of such EULAs and shall look only to the applicable third party provider for the enforcement of the terms of such EULAs. To the extent permitted by applicable law, Client will defend, indemnify, and hold Company harmless from any claims and Damages resulting from any breach of such a EULA by Client or any of its directors, officers, employees, or agents. Company reserves the right to suspend or terminate Client's access to hosted solutions in the event that Company has reason to believe that the hosted solutions are being accessed, used or otherwise manipulated in a manner that violates any Law, or poses a threat to the integrity or security of Company's computer servers or any third party server.

8.5 Disposal of Equipment. Client agrees that any Client assets, equipment, hardware, or software deemed to be replaced, retired, faulty, non-functional, dead-on arrival, returned, unrecoverable, or otherwise unusable may be disposed of by Company unless Client provides a written request to keep the asset at the time of removal.

8.6 Recording.

(a) Some Services provided may involve recording and/or monitoring. For such Services, information uploaded to or in any way passing through computer systems used to provide the Services, including without limitation written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes. By accessing or using the Services, Client consents to such recording and monitoring. Client is also solely responsible for informing anyone with whom Client interacts or otherwise communicates via the Services that information uploaded to or in any way passing through the Services, including without limitation written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes.

(b) If phone conferences/conference bridges are applicable to the Services being provided to Client, Client acknowledges that the laws of certain jurisdictions may require that if a conference is recorded, all participants in the conference must be informed in advance of any such recording, so they may consent to being recorded (if required by applicable Laws). Client acknowledges and agrees that Client shall be solely responsible for complying with all applicable Laws and third party rights when using recording features (which includes Client's obligation to obtain the consent, if required by applicable Laws, of all participants before the commencement of the recording). Company shall have no liability to Client or any participant in Client's recorded conference with respect to Client's obligations under this Section 8.7.

9. General Provisions.

9.1 Non-Hire Provision. Each party to this Agreement agrees that it will not hire, employ or contract with, or solicit to hire, employ or contract with, any person who is, or within the immediately preceding

one year was, an employee or subcontractor of the other party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.

9.2 Conflict. Any purchase order or other document issued by Client is for administrative convenience only and does not govern, control or amend the terms of this Agreement or any Order. In the event of any conflict between this Agreement and any Order, this Agreement shall prevail unless the Order expressly references amending and superseding a specific provision of this Agreement.

9.3 Survival. In the event of any expiration or termination of this Agreement, Sections 2, 3, 4, 5, 6, 7, and 9 of this Agreement shall survive and shall continue to bind the parties.

9.4 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of Illinois without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

9.5 Forum. All disputes arising under this Agreement shall be brought in the state or federal courts located in DuPage County, Illinois, as permitted by law. The state and federal courts located in DuPage County, Illinois shall each have nonexclusive jurisdiction over disputes under this Agreement. Client consents to the personal jurisdiction of the above courts.

9.6 Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by either Party will cause the other Party irreparable damage for which recovery of money damages would be inadequate, and that the non-breaching Party shall therefore be entitled to obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all remedies available at law.

9.7 Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses described on the first page of this Agreement or such other address as either party may designate for itself in writing. All notices to Company must be to its President to be effective.

9.8 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

9.9 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, power failure, communications delays/outages, material shortages or any other cause which is beyond the reasonable control of such party.

9.10 Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

9.11 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

9.12 Nondisclosure. Client promises not to disclose the terms and conditions of this Agreement to any third party without the prior written consent of Company.

9.13 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

9.14 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same

instrument.

9.15 Entire Agreement. This Agreement together with any Orders attached hereto completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Company and Client by their duly authorized representatives.

Exhibit A - Hourly Rates

Service Area	Hourly Bill Rate	Description of Service Area
Security Consulting, Management & Incident Response	$ 350.00	vCISO Services, Security Assessments and Audits. Company provided Incident Response outside of terms within applicable Orders.

Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers or by a rate of 4%, whichever is higher. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.

Signature

Choose a profile to start the e-signature process.

Jason Snow
jason.snow@dupagesheriff.org

[redacted]

6/11/2025

Nolan Griffin
nolan@thinkgard.com

[redacted]

6/5/2025

Judicial/Public Safety Requisition under $30,000

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

File #: 25-2688 **Agenda Date:** 11/4/2025 **Agenda #:** 6.B.

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2626	RFP, BID, QUOTE OR RENEWAL #: 23-117-DOT	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $17,600.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $17,600.00
	CURRENT TERM TOTAL COST: $17,600.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: ZIPS Carwash LLC (DBA) Jet Brite Carwash	VENDOR #:	DEPT: Sheriff	DEPT CONTACT NAME: Dan Bilodeau
VENDOR CONTACT: Paul Hesson	VENDOR CONTACT PHONE: 501-378-0100	DEPT CONTACT PHONE #: 630-407-2402	DEPT CONTACT EMAIL: dan.bilodeau@dupagesheriff.org
VENDOR CONTACT EMAIL: phesson@zipscarwash.com	VENDOR WEBSITE: https://jetbrite.zipscarwash.com/	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Join County DOT Bid for car washes for Sheriff's Office fleet to replace the existing car wash vendor. This is the last year of the contract which expires 11/7/2026 DOT Bid # 23-117

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The Sheriff's Office is currently using a more expensive multi-location vendor. This vendor provides more locations at a lower cost

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.
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.

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: ZIPS Carwash LLC (DBA) Jet Brite Carwash	Vendor#:	Dept: Sheriff	Division: Budget
Attn: Paul Hesson	Email: phesson@zipscarwash.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 8400 Belleview Dr, Suite 210	City: Plano	Address: 501 N County Farm Rd	City: Wheaton
State: TX	Zip: 75024	State: IL	Zip: 60187
Phone: 501-378-0100	Fax:	Phone: 630-407-2122	Fax:
Send Payments To:		*Ship to:*	
Vendor: Same as above	Vendor#:	Dept: Sheriff	Division: Quarter Master
Attn:	Email: Same as above	Attn: Aaron Jacobs	Email: aaron.jacobs@dupagesheriff.org
Address: Same as above	City:	Address: 501 N County Farm Rd	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-2119	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 12/01/2025	Contract End Date (PO25): 11/07/2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1100	EA		Unlimited car wash per bid/ Up to 100 vehicles/month	FY26	1000	4400	53380		16.00	17,600.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 17,600.00

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

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

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Zips Car Wash, LLC located at 8400 Belleview Drive, Suite 210, Plano, TX 75024, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-117-DOT which became effective on 11/8/2023 and which will expire 11/7/2025. The contract is subject to the second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 11/7/2026.

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

THE COUNTY OF DUPAGE	**CONTRACTOR**
[redacted]	[redacted]
SIGNATURE	SIGNATURE
Sara Rogers	Bryce Gardner
PRINTED NAME	PRINTED NAME
Buyer I	Fleet Accounts Manager
PRINTED TITLE	PRINTED TITLE
10/7/25	8/27/25
DATE	DATE

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
CAR WASH FOR COUNTY VEHICLES 23-117-DOT
BID TABULATION

				✓		✓		✓	
				Delta Sonic Car Wash Systems, Inc.		**Everclean Group LLC**		**Zip's Car Wash, LLC (dba Jet Brite Car Wash)**	
NO.	ITEM	UOM	QTY	**PRICE**	**EXTENDED PRICE**	**PRICE**	**EXTENDED PRICE**	**PRICE**	**EXTENDED PRICE**
1	Unlimited car wash with undercarriage wash and rust inhibitor, for one month, per vehicle	EA	120	**$ 15.99**	**$ 1,918.80**	**$ 20.00**	**$ 2,400.00**	**$ 15.00**	**$ 1,800.00**
			GRAND TOTAL		**$ 1,918.80**		**$ 2,400.00**		**$ 1,800.00**

NOTES

Bid Opening 09/19/2023 @ 2:30 PM	DW,RJ
Invitations Sent	38
Total Vendors Requesting Documents	0
Total Bid Responses	3

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	23-117-DOT
COMPANY NAME:	Jet Brite Car Wash
CONTACT PERSON:	Bryce Gardner
CONTACT EMAIL:	bgardner@zipscarwash.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ● No

If “Yes”, complete the required information in the table below.

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

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

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

- ❑ Yes
- 👎 No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

Ethics | DuPage Co, IL

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

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

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

Printed Name: Bryce Gardner _____ Signature: _[redacted]_____

Title: Fleet Accounts Manager _____ Date: 10/21/2025 _____

PRICE

Any quantities shown are estimated only and are provided for bid canvassing purposes.

The quantities shown are approximate and are intended to establish unit prices. Unit prices are required for all items and shall be identical at all vendor locations listed below. The County reserves the right to change quantities to meet its requirements. Prices shall remain constant for the duration of the contract.

NO.	ITEM	QTY	UOM	PRICE	EXTENDED PRICE
1	Unlimited car wash with undercarriage wash and rust inhibitor, for one month, per vehicle.	120	EA	$ **$15.00**	$
GRAND TOTAL (In words)	**One-Thousand, eight hundred dollars per month**				

LOCATION

List all locations in and near DuPage County. Pricing shall be consistent at all locations.

Location 1

Phone Number: _____

Address: **153 Roosevelt Rd, Villa Park, IL 60181**

Location 2

Phone Number: _____

Address: **7150 W 54th St, Chicago, IL 60638**

Location 3

Phone Number: _____

Address: **600 E Boughton Rd, Bolingbrook, IL 60440**

Location 4

Phone Number: _____

Address: **2100 Mannheim Rd, Northlake, IL 60164**

Location 5

Phone Number: 6948 W Grand Ave, Chicago, IL 60707

Address: _____

_____

Location 6

Phone Number: _____

Address: 850 E Ogden Ave, Naperville, IL 60540

_____

QUOTE SIGNATURE PAGE

CAR WASH FOR COUNTY VEHICLES 23-117-DOT

X [redacted] Director, Operations

(Signature and Title)

9/21/23

(Date)

QUOTATION MUST BE SIGNED FOR CONSIDERATION

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Business Name of Bidder	ZIPS Car Wash LLC (dba Jet Brite Car Wash)
Main Business Address	8400 Belleview Drive, Suite 210
City, State, Zip Code	Plano, TX 75024
Telephone Number	501-378-0100
Email Address	phesson@zipscarwash.com
Bid Contact Person	Paul Hesson

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

File #: FI-R-0191-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.A.

ACCEPTANCE OF AN EXTENSION OF TIME
FOR THE DUPAGE COUNTY HEALTH DEPARTMENT
HEROIN OPIOID PREVENTION AND EDUCTION (HOPE)
FIRST OFFENDER COURT UNIFIED FOR SUCCESS (FOCUS) COURT GRANT FY21
COMPANY 5000 - ACCOUNTING UNIT 5905
(Under the administrative direction of
the DuPage County Department of Probation and Court Services)

WHEREAS, the County of DuPage heretofore accepted and appropriated the DuPage County Health Department Heroin Opioid Prevention and Education (HOPE) First Offender Court Unified for Success (FOCUS) Court Grant FY21, Company 5000 - Accounting Unit 5905, pursuant to Resolution JPS-R-0252-21 for the period March 1, 2021 through December 31, 2021; and

WHEREAS the County of DuPage approved an extension of the grant pursuant to Resolution FI-R-0026-22 to June 30, 2022; and

WHEREAS the County of DuPage approved an extension of the grant pursuant to Resolution FI-R-0096-23 to June 30, 2024; and

WHEREAS the County of DuPage approved an extension of the grant pursuant to Resolution FI-R-0171-24 to June 30, 2025; and

WHEREAS the County of DuPage, through the DuPage County Department of Probation and Court Services, has been notified by the DuPage County Health Department that the grant may be extended to June 30, 2026; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the expiration date of this grant be extended until June 30, 2026.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

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

File #: FI-R-0192-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.B.

ACCEPTANCE AND APPROPRIATION OF
PUBLIC DEFENDER SERVICES GRANT PY26
INTER-GOVERNMENTAL AGREEMENT NO. 422091
COMPANY 5000 - ACCOUNTING UNIT 6350
$50,250
(Under the administrative direction of the
DuPage Public Defender's Office)

WHEREAS, the County of DuPage, through the DuPage County Public Defender's Office, has been notified by the Illinois Criminal Justice Information Authority that grant funds in the amount of $50,250 (FIFTY THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS) are available to address additional client needs by conducting screenings for all clients in a pre-trial court, aiming to improve service connections and outcomes in their criminal cases; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 422091 with the Illinois Criminal Justice Information Authority, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the grant agreement is from October 1, 2025 through September 30, 2026; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. 422091 (ATTACHMENT II) between DuPage County and the Illinois Criminal Justice Information Authority is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of $50,250 (FIFTY THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS) be made to establish the Public Defender Services Grant PY26, Company 5000 - Accounting Unit 6350, for the period October 1, 2025 through September 30, 2026; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Chief Public Defender of DuPage County is approved as the County's Authorized Representative; and

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

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

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
County of DuPage on behalf of County of DuPage Public Defender Office

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and County of DuPage (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	**Definitions**
Article II	**Award Information**
Article III	**Grantee Certifications and Representations**
Article IV	**Payment Requirements**
Article V	**Scope of Award Activities/Purpose of Award**
Article VI	**Budget**
Article VII	**Allowable Costs**
Article VIII	**Lobbying**
Article IX	**Maintenance and Accessibility of Records; Monitoring**
Article X	**Financial Reporting Requirements**
Article XI	**Performance Reporting Requirements**
Article XII	**Audit Requirements**
Article XIII	**Termination; Suspension; Non-compliance**
Article XIV	**Subcontracts/Subawards**
Article XV	**Notice of Change**
Article XVI	**Structural Reorganization and Reconstitution of Board Membership**
Article XVII	**Conflict of Interest**
Article XVIII	**Equipment or Property**
Article XIX	**Promotional Materials; Prior Notification**
Article XX	**Insurance**
Article XXI	**Lawsuits and Indemnification**
Article XXII	**Miscellaneous**
Exhibit A	**Project Description**
Exhibit B	**Deliverables or Milestones**
Exhibit C	**Contact Information**
Exhibit D	**Performance Measures and Standards**
Exhibit E	**Specific Conditions**

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

By: _____
Delrice Adams, Executive Director
Date: _____

County of DuPage

By: _____
Deborah Conroy, Chair
Date: _____

By: _____
Jeffrey Martynowicz, CFO
Date: _____

By: _____
Jeff York, Chief Public Defender
Date: _____

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PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on October 1, 2025 and expires on September 30,2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **$**50,250, of which **$**50,250 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (*see* additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, D, and E. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.

2.4 Award Identification Numbers. The Federal Award Identification Number (FAIN) is 15PBJA-22-GG-00650-JAGX, the federal awarding agency is U.S. Department of Justice Programs, Bureau of Justice Assistance, and the Federal Award date is September 16, 2022. The Catalog of Federal Domestic Assistance (CFDA) Name is the 2022 BJA Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation and the Assistance Listing Number is 16.738. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2094. The State Award Identification Number is 2094-60777.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and W7KRN7E54898 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366006551 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing

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business as a (check one):

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation (includes Not For Profit)
- ☐ Medical Corporation
- **X** Governmental Unit
- ☐ Estate or Trust
- ☐ Pharmacy-Non-Corporate
- ☐ Pharmacy/Funeral Home/Cemetery Corp.
- ☐ Tax Exempt
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ P = partnership
  - ☐ C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or

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otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total federal Financial Assistance, during the period of this

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Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to $30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act**. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within

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forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been

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submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI
BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII
ALLOWABLE COSTS

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7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs , which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

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(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

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7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention

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period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

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10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE,** which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII
AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if

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required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least $1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least $750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $750,000 in State-issued Awards, but expends at least $500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

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(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

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(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A**, **PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

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13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV
NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (*see* Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII
EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this

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Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX
INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

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20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII
MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

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22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq*.) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

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22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

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

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Although recent legal changes now allow client representation at first appearances, these hearings primarily focus on setting conditions or deciding on detention. The fast pace and structure of the court limit other interventions. To address additional client needs early, we propose to conduct screenings, or mini-assessments for all clients in pre-trial court, aiming to improve service connections and outcomes in their criminal cases. A clinician would conduct brief screenings/assessments focused on substance use, mental health, educational or learning challenges, social service needs, employment, and physical health. For clients to whom we are appointed for full representation, we can initiate referrals immediately. For others who are appointed to us later, these early screenings offer the assigned attorneys a significant advantage in addressing client needs from the outset, ultimately improving a client's ability to successfully navigate the court process.

The Public Defender is appointed to represent approximately 5000 people for first appearances per year. While representation at first appearances provides critical support during the initial hearing, these moments also present valuable opportunities to engage clients on broader needs that can positively influence both their lives and legal outcomes. By addressing other client needs at this early stage by providing screenings or mini assessments of all clients in pre-trial court, we hope to improve linkages to services, and ultimately the outcomes in their criminal cases.

We would only serve people *charged* in DuPage County, although not all would be residents of DuPage. While the DuPage County Health Department typically serves DuPage County residents, they will screen all clients, regardless of county of residence. Referrals for services will be provided to clients based on place of residence. For those who qualify for DuPage County Health Department services a direct referral would be made.

DuPage County is the second most populous county in Illinois. The county is home to 919,632 people and spans 327.5 square miles. Approximately 64.1 percent of residents are White, 83.2 percent are non-Hispanic, 16.8 percent are Hispanic or Latino, 13.3 percent are Asian, 5.1 percent are black or African American, and less than one percent are American Indian/ Alaska Native or Native Hawaiian/ Other Pacific Islander (Claritas 2024). Over 29 percent of households speak a language other than English, and 9.9 percent of individuals have difficulty speaking English. Of those that speak English less than very well, the most common language spoken is Spanish, followed by other Indo-European languages, Russian, Polish, other Slavic languages, and Chinese (American Community Survey 2023 estimates). Nearly 6 percent (5.8) of DuPage County adults report being unable to afford to see a doctor (IL Behavioral Risk Factor Surveillance System, 2020-2023). According to 2023 American Community Survey estimates, 61,851 individuals were determined as living in poverty and 12,282 children under the age of 18 were living below the poverty level. Approximately 5,551 DuPage County children ages 6-18 do not have health insurance and 1,338 children under the age of six do not have health insurance. In addition, 39,285 adults ages 19 to 64 do not have health insurance (American Community Survey 2023 estimates).

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	2022	2023
Population of counties served	921,664	921,213
Total criminal cases filed	91,405	96,162
Felony criminal cases filed	2804	2956
Circuit clearance rate (%) for criminal cases (Office of the Illinois Courts)	104.1	98.3
Circuit - average time lapse in months for criminal felony cases (jury trial) (Office of the Illinois Courts)		32.4
Circuit - average time lapse in months for criminal felony cases (bench trial) (Office of the Illinois Courts)		23.1

There is a significant time that cases are pending before resolution of a trial. An opportunity exists to engage clients in areas other than their criminal case to assess and assist with other needs, which could help reduce the circumstances that led them into the criminal justice system. Criminal cases are up, as well as the subset of felony cases charged. Anecdotally, a higher percentage of clients have needs for services, especially in the areas of mental health and substance use, than in the past. Although our office already employs mental health clinicians (by attorney request) to assess, complete mitigation reports, and refer to services, engaging clients in that process on a more consistent basis and earlier in the process may help outcomes and time required to resolve cases.

The proposed program will fund a part-time Community Support Specialist through the DuPage County Health Department to enhance support for individuals navigating the pre-trial process. This specialist will be embedded within the pre-trial court setting to provide timely screenings, assessment if needed, resource linkage, and case planning for clients prior to the formal appointment of a public defender. Drawing on their expertise in behavioral health and case management, the Community Support Specialist will conduct a needs screening or mini assessment, offer referrals to appropriate services, assist with scheduling appointments, and, when appropriate, develop case plans that may assist the public defender representation. Additionally, the specialist will provide outreach to clients following their initial court appearance, helping to ensure that they remain engaged and supported throughout the early stages of the legal process. This program seeks to strengthen early intervention and improve outcomes by ensuring that qualified health department staff are consistently available during weekday pre-trial court sessions. All grant funding will directly support staffing costs for this role.

Holistic approaches to criminal defense can improve legal outcomes. The entirety of our budget would go to fund a part-time Community Support Specialist to conduct screenings or mini assessments, complete reports, and refer clients for a variety of services.

Number of screenings completed, number of referrals given, number of requests made to Public Defender mental health clinicians, number of failure to appear for first court date.

Attorney surveys regarding access to reports, shortened referral times, engagement in services by clients, increase in use of mental health clinicians by attorneys.

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There is limited space in which to speak to clients awaiting their court appearance in First Appearance Court. We will need to share limited booth space, may adjust timing of screenings. In addition, this grant would cover a part time specialist working M-F. There are a significant number of cases that come into First Appearance Court on Saturdays and Sundays, and those clients would not be able to receive these services at this time.

The Public Defender and Health Department will work collaboratively to train, monitor, and adjust as needed. Both offices will share data regularly, and to complete quarterly reports. There will only be the expense of one part time Community Support Specialist (1/2 time of a FTE with the Health Department), so tracking financials will be straightforward. No expenses for the budget will include coordination or supervision, but will be provided in kind by the DuPage County Public Defender and DuPage County Health Department.

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Exhibit B

DELIVERABLES OR MILESTONES

Identify staff member	DuPage County Health Department, Community Support Specialist	10/1/2025
Train staff member in pre-trial court practices, role of PD	Deputy Chief Public Defender	10/10/2025
Create model assessment tool, report	DuPage County Health Department, Community Support Specialist. DuPage County Public Defender, Senior Mental Health Clinician	10/17/25
Attend court daily to assess, refer	DuPage County Health Department, Community Support Specialist	on-going
Follow-up with clients before next court appearance	DuPage County Health Department, Community Support Specialist	on-going
Submit quarterly Fiscal Report to the Authority.	Chief Public Defender	January 15, 2026 April 15, 2026 July 15, 2026 October 15, 2026
Submit quarterly Data Report to the Authority.	Chief Public Defender	January 15, 2026 April 15, 2026 July 15, 2026 October 15, 2026
Complete BJA PMT reports through https://bjapmt.ojp.gov.	Chief Public Defender	January 15, 2026 April 15, 2026 July 15, 2026 October 15, 2026
Submit all FINAL Fiscal and Program Closeout reports to ICJIA.	Chief Public Defender	October 30, 2026

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EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Darren Daniels

Title: Grant Monitor

Address: 60 e Van Buren STE 650 Chicago, IL 60606

GRANTEE CONTACT

Name: Jeff York

Title: Chief Public Defender

Address: 421 N County Farm Rd Wheaton, IL 60187

GRANTEE PAYMENT ADDRESS
(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Darren Daniels

Title: Grant Monitor

Address: 60 e Van Buren STE 650 Chicago, IL 60606

Phone: _____

TTY#: _____

E-mail Address: Darren.daniels@illinois.gov

GRANTEE CONTACT

Name: Jeff York

Title: Chief Public Defender

Address: 421 N County Farm Rd Wheaton, IL 60187

Phone: 630-407-8300

TTY #:_____

E-mail Address: jeff.york@dupagecounty.gov

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EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Goal: Programming that will support the work of the public defender's office to result in a positive impact on the people defended, improve efficiency, and improve justice system services.	
Process Objectives - All Programs	**Performance Measures**
500 clients served by the program per quarter	# that were served
Offense class of clients served per quarter • Class 1- 6 clients • Class 2 – 50 clients • Class 3 – 40 clients • Class 4 – 60 clients • Class X – 3 clients Class A (Domestic Battery) (included in violent offense numbers below)- 200 *Estimate based on offense classes of clients expected to be served*	# of clients by each offense class served
Offense category of clients served per quarter • Violent (homicide, aggravated assault, or sexual assault, domestic battery) – 250 clients • Any firearm offense – 12 clients • Any drug offense – 25 clients • Other – 200 clients *Estimate based on offense category of clients expected to be served*	# of clients by each offense category served
Outcome Objectives	**Performance Measures**
Disposition type for clients with disposed cases per quarter • Sentence of IDOC incarceration – 0 clients • Sentence of jail incarceration – 50 clients • Sentence of probation – 75 clients • Other sentence – 150 clients	# of clients with disposed cases by disposition type
Offense category of clients served per quarter • Violent (homicide, aggravated assault, or sexual assault, domestic battery) – 250 clients • Any firearm offense – 12 clients • Any drug offense – 25 clients • Other – 200 clients Estimate based on offense category of clients expected to be served	# of clients by each offense category served

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Goal: Programming that will support the work of the public defender's office to result in a positive impact on the people defended, improve efficiency, and improve justice system services.	
Process Objectives - Social Service/ Holistic Defense	**Performance Measures**
2000 clients will be screened/assessed by a clinician while in the first appearance pre-trial courtroom.	# of clients assessed
1500 screenings/assessments forwarded to courtroom attorney for future use	# assessments forwarded to attorneys to use in future representation
150 clients will be referred to behavioral health services	# of clients who are referred to behavioral health services
150 clients will be referred to substance misuse services	# of clients who are referred to treatment
40 clients will be referred to housing services	# of clients who are referred to housing
20 clients will be referred to victim services and trauma-informed care	# of clients who are referred to victim services
100 clients will be referred to employment services	# of clients who are referred to employment services
20 clients will be referred to education services	# of clients who are referred to education services
100 of clients receiving other services (define measurable objectives for these services below): 1. Referrals to Public Defender Mental Health Clinicians for mitigation, follow-up with assessment needs	# of clients who are referred to internal Public Defender Mental Health Clinicians for mitigation, follow-up with assessment needs

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EXHIBIT E

SPECIFIC CONDITIONS

No Specific Conditions

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PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

23. Definitions

"Youth" means an individual under 18 years of age.

24. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

25. Commencement of Performance.

25.1. If performance has not commenced within 60 days of the execution date of this Agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

25.2. If the program is not operational within 90 days of the execution date of this Agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may at its discretion either cancel this Agreement or extend the implementation date of the program past the 90-day period.

25.3. If the program is interrupted for more than 30 days after commencement, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.

26. Budget Changes. Grantee may transfer funds among direct cost categories, however line-item transfers are capped at $50,000 and limited to 10% of the total award. Line-item transfers larger than this amount require a budget revision approval from Grantor.

27. Reporting and Evaluation Requirements.

27.1. Grantee shall submit the following reports to the Grantor:

- Performance reports for the preceding quarter relevant to the performance indicators listed in the Agreement. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. and
- Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.

27.2. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

Quarter End Date	Due Date
September 30	October 15
December 31	January 15
March 31	April 15
June 30	July 15

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28. Timekeeping.

28.1. Grantee shall maintain the following time keeping records on-site for all grant-funded and match personnel:

A. Personnel who spend less than 100% of their time on the funded program must maintain records that accurately reflect the time the employee spends performing the program and any other duties. These records must:
   1. reflect an after-the-fact distribution of the employee's actual activity (not budgeted time);
   2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
   3. be prepared at least monthly and coincide with one or more pay periods;
   4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
   5. be supplemented with daily attendance timesheets.

B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
   1. include an-after-the fact certification that 100% of the employee's time was spent in support of activities associated with the program;
   2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee's work; and
   3. be supplemented with daily attendance timesheets.

28.2. Payroll records must reflect either the after-the-fact distribution of an employee's actual activities or the certification of an employee's actual work performed.

28.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.

28.4 Grantee shall maintain a Quarterly Time Keeping Certification to Grantor with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must maintain records as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours. The Quarterly Time Keeping Certification should be made available to Grantor upon request.

29. Closeout requirements. Within 30 days of the expiration date of this Agreement or any approved extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by Grantor.

30. Procurement Requirements and Requests for Proposals.

30.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and 2 CFR 200.318 - 327.

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30.2. If the Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor's procurement process per 30 ILCS 500/20-20.

- For procurements of $100,000 or less, the Grantee is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.

- For procurements over $100,000, the Grantee must utilize a competitive source selection such as formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

30.3. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval to assure adherence to applicable guidelines.

30.4. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

31. Subcontracting.

31.1. Grantee shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any subcontractor.

31.2. Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines. This includes a copy of the subcontract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, Sole Source Justification form, if applicable, disclosure of any Conflicts of Interest to Grantor and any other related documents requested by Grantor.

31.3. Costs under any subcontract shall only be allowed back to the date of the complete submission of the documents described in this Article except for those subcontractors approved under Article XIV or an exception under Grantor exception policy.

31.3. Approval of the use of subcontractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the subcontractor by Grantee.

32. Subawards.

32.1 Grantee will monitor subawards to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the subaward. Approval of a subaward does not relieve Grantee of its obligation to assure performance under this Agreement.

32.2 Subawards are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all subawards.

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32.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and periodic financial reports to Grantee.

32.4 As Grantee awards each subaward, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a subaward shall be submitted to Grantor along with verification of the corrective action.

32.5 If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written subaward agreement.

32.6 Grantee will ensure that all subawardees have an active Unique entity Identifier (UEI); have a Federal Employer ID (FEIN); are in good standing with the Illinois Secretary of State; are not on the Illinois Stop Payment List; are not on the SAM.gov Exclusion list; and are not on the Illinois Medicaid Sanctions List.

32.7 Prior to the execution of its grant agreement, Grantee will submit their subaward monitoring protocol to Grantor for approval.

32.8 Grantee shall use a competitive bidding process for the selection of any subaward not specifically named in this Agreement.

32.9 Grantee shall conduct a programmatic risk assessment of every subaward that receives a subaward through this Agreement.

32.10 Grantee will evaluate each subaward's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a subaward, if appropriate.

32.11 Grantee will make fiscal and programmatic technical assistance available to all subawards.

32.12 All unspent subaward funds will be returned by Grantee to Grantor within 30 days after the end of each subaward's period of performance.

32.13 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the subaward by Grantee.

32.14 Grantor is not responsible for the performance, acts, or omissions of any subaward. Grantor will not mediate disputes between Grantee and subawardees.

33. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.

34. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip.

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Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs. This section applies to costs for both staff and participants.

35. Copyrights and Patents.

35.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

35.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered to protect the public interest, in accordance with guidelines.

36. Management and Disposition of Equipment and Commodities.

36.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.

36.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.

36.3. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.

36.4. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:

A. Reduce the amount of funding;
B. Cancel this agreement;
C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
D. Extend the period to purchase this equipment past the 90-day period.

37. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the

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purposes and under the conditions applicable to the use of grant funds. Program income may be used by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.

38. Separate Revenue and Expenditure Accounts**.** Grantee must have an accounting system that meets the following requirements prior to receiving grant funds:

(a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
(b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
(c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
(d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
(e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
(f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
(g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. 2 CFR 200.302.
(h) Maintain an accounting system that utilizes generally accepted standards of accounting.

Upon request, Grantor may allow Grantee to receive funds without meeting the above requirements. Such exception shall be granted in writing and Grantee shall be given no more than six (6) months after the exception to meet all requirements of this section.

39. Publications.

39.1. In addition to the requirements of Part I, Article XIX Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.

39.2 The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than $1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

39.3. Grantor reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

39.4. All publications shall supplement the language required by Part I, Article XIX with the following statement:

"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. *Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority*."

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39.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

39.6 Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

40. Reporting Grant Irregularities.

40.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of Grant Funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.

40.2. Grantee shall inform any sub-recipient of Grantor's Grant Funds that the sub-recipient is similarly obligated to report irregularities.

40.3. Failure to report known irregularities can result in suspension of the Agreement or other remedial action. In addition, if Grantee's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to Grantee's director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee's director, Grantee staff member shall provide prompt notice directly to Grantor.

40.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

40.5. Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to Grantor and appropriate federal, State, and local law enforcement officials.

40.6. Grantee agrees to develop and maintain a record-keeping system to document all Agreement related activities and expenditures. These records will act as the original source material for compilation of the data and all other program activity.

40.7. The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605

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CJA.OGCreport@illinois.gov

41. Reporting Potential Fraud, Waste, or Similar Misconduct.

41.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subaward has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

41.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

42. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.

43. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

44. Safeguarding Constitutional Protections Related to Religion

44.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.

44.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.

45. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste,

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fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

a. In accepting this award, Grantee –

   i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
   ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

b. If Grantee makes subawards or contracts under this award –
   i. it represents that –

      1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

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

46. Background Checks for youth programs. Background checks are required for all program staff, independent contractors, and volunteers, including program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.

47. Project Monitoring and Evaluation.

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47.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.

47.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.

47.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.

48. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.

49. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

50. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

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PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

51. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.

52. Employment eligibility verification for hiring under the award.

52.1 Grantee (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

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

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

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance

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

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

52.4. Rules of construction

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

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

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

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

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1)
and (2).

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

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

53. All subawards ("subgrants") must have specific federal authorization. The grantee, and any subrecipient ("subrecipient") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

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

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

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award

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approval required to use a noncompetitive approach in a procurement contract(if contract would exceed $250,000)), and are incorporated by reference here.

55. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the grantee or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

55.1. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no grantee (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

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

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

55.4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant grantee or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

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

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

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of any subrecipient.

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

57. Determination of suitability to interact with participating minors This condition applies to this award if it is indicated that a purpose of some or all of the activities to be carried out under the award (whether by the grantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The grantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

58. Conferences, Meetings, Trainings, and other events. Grantee, and any subrecipient at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

59. OJP Training Guiding Principles. Any training or training materials that Grantee develops or delivers with grant funds must adhere to the OJP Training Guiding Principles for Grantees and Subrecipients, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

60. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42
The grantee, and any subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

61. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
The grantee, and any subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

62. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38
The grantee, and any subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to grantee and subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to grantees and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at

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https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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

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

If receiving more than $100,000 pursuant to this agreement, Grantee agrees to provide a Certification Regarding Lobbying to Grantor and, if applicable, a Disclosure of Lobbying Activities form. If a sub-contractor will receive more than $100,000 in federal funds pursuant to this agreement, Grantee will provide to Grantor a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the sub-contractor. Grantee must provide these certifications and disclosures as required by Grantor.

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

64. Appropriations-law Restrictions. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022) The grantee, and any subrecipient at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the grantee is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

65. Reporting Potential Fraud, waste and abuse In addition to the requirements of paragraph 45, The grantee, and any subrecipients ("subrecipients") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

66. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any

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employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

a. In accepting this award, Grantee –

   i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
   ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

b. If Grantee makes sub-awards or contracts under this award –
   i. it represents that –

      1. it has determined that no other entity that Grantee 's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

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

67. Prohibition on Reprisals. The grantee and any sub-grantee, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The grantee and any sub-grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

68. Text Messaging While Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages grantees and subrecipients

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to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct awareness, and other outreach to decrease crashes caused by distracted drivers.

69. Justice Information Sharing. Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The grantee (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The grantee (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

70. Compliance with 28 C.F.R. Part 23. With respect to any information technology system funded or supported by funds under this award, Grantee (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, Grantee may be fined as per 42 U.S.C. 3789g(c)-(d). Grantee may not satisfy such a fine with federal funds.

71. Protection of human research subjects. The grantee (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

72. Confidentiality of Records.

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

73. Submission of eligible records relevant to the National Instant Background Check System Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if Grantee (or any subrecipient) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the Grantee (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

74. Required attendance at BJA-sponsored events Grantee and any subrecipient must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

75. Compliance with National Environmental Policy Act and Related Statutes.

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Upon request, the grantee (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the grantee or by a subrecipient. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the grantee agrees to contact BJA.

The grantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the grantee, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subrecipients' existing programs or activities that will be funded by these award funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

76. Establishment of trust. If award funds are being drawn down in advance, the grantee (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Grantees (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The grantee also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

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77. Required Data on Law Enforcement Agency Training. Grantee agrees, that if it is a law enforcement agency, it will submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

78. Controlled expenditures.

78.1. *Prior Written Approval Required*. Award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

78.2. *Incident Reporting*. If Grantee uses award funds to purchase or acquire any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of-- (1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and Grantee must make that information available to BJA upon request. Details about what information must be collected and retained are set out at https://ojp.gov/docs/LEEquipment-WG-Final-Report.pdf.

78.3. *Sale of items on Controlled Expenditure List*. Grantee understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.

b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

d. Grantee must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with award funds, and must abide by any applicable laws (including regulations) in such disposal.

78.4. *Prohibited or Controlled Expenditures - Effect of Failure to Comply*. Failure to comply with an award condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.

78.5. *Controlled expenditures – Standards*. Grantee understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through

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Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon Grantor's or OJP's request, Grantee agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

79. Nondiscrimination.

79.1 Grantee certifies that it will not engage in any prohibited discrimination based on any race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, pregnancy, physical or mental disability, military status, sexual orientation, gender identity, or unfavorable discharge from military service. Grantee understands that federal and state statutes and regulations applicable to awards made by Grantor include civil rights and nondiscrimination requirements and Grantee certifies that it will abide by those requirements. Specifically, those requirements as found in:

a. The applicable statutes pertaining to civil rights contained in section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. The applicable statutes pertaining to nondiscrimination contained in section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of Juvenile Justice and delinquency Prevention Act of 1974, as amended; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. The DOJ regulations on the Partnerships with Faith-Based and Other Neighborhood Organizations (Executive Order 13,559 and 28 C.F.R. pt. 38), DOJ Implementing Regulations as found in 28 C.F.R. pt. 42, 28 C.F.R. pt 31, 28 C.F.R. pt 35, 28 C.F.R. pt 38 and 28 C.F.R. pt 94;

d. The Illinois Human Rights Act (775 ILCS 5), The Public Works Employment Discrimination Act (775 ILCS 10), The Illinois Environmental Barriers Act (410 ILCS 25); and

e. Any other applicable Federal, State, or local civil rights or nondiscrimination laws.

79.2 Grantee certifies it shall comply with such guidance regarding civil rights matters as may be issued by Grantor and the United States Department of Justice, Office of Justice Programs, Office for Civil Rights. Grantee agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5)

79.3 National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964 and the Safe Streets Act, Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

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79.4 Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

79.5 In the event that a Federal or State court or a Federal, State, or local administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to Grantor within five (5) business days of said finding. If applicable, Grantor will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

79.6 Grantee shall designate a Civil Rights Coordinator to serve as a liaison for all civil rights related matters. The Civil Rights Coordinator need not be grant funded. Grantee shall promptly notify Grantor of any change regarding the designated Civil Rights Coordinator.

79.7 Grantee's Civil Rights Coordinator and any program staff and match volunteers who have direct contact with program beneficiaries shall complete annual civil rights training as required and approved by Grantor.

79.8 Grantee shall provide notice to employees and beneficiaries regarding applicable civil rights laws and the procedure for filing a complaint with Grantor and appropriate federal and state agencies. Grantee shall promptly notify Grantor, via its assigned Grant Monitor, of any complaints of prohibited discrimination or harassment filed with Grantee regarding grant employees, beneficiaries, or potential beneficiaries. Grantee shall fully cooperate in any investigation regarding an allegation of prohibited discrimination.

79.9 Grantee shall complete a Civil Rights Compliance Questionnaire as required by Grantor.

79.10 Grantee will require subrecipients and subcontractors to comply with all applicable civil rights and nondiscrimination statutes and regulations.

80. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification.

1. If the grantee is a "State," a local government, or a "public" institution of higher education:

A. The grantee may not obligate award funds if, at the time of the obligation, the "program or activity" of the grantee (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

B. Also, with respect to any project costs it incurs "at risk," the grantee may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the grantee (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

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C. Any drawdown of award funds by the grantee shall be considered, for all purposes, to be a material representation by the grantee to OJP that, as of the date the grantee requests the drawdown, the grantee and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The grantee must promptly notify OJP (in writing) if the grantee, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the grantee, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the grantee at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the grantee despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the grantee that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction
A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

81. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions: ongoing compliance.

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

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3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the grantee, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) “DHS” means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to the OJP, before award acceptance.

82. Nonintereference (within the funded “program activity”) with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the grantee accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 --without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

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2. Monitoring

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

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

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the grantee, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

83. <u>No use of funds to interfere with federal law enforcement: No disclosure of certain law-enforcement sensitive information</u>

SCOPE. This condition applies as of the date the grantee accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

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2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the grantee, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

84. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the grantee accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or - official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by

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impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

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(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

85. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of the grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.

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

87. Safe policing and law enforcement subrecipients. If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

88. Requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

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

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized

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recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

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

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

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

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

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

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

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

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

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

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

95. Requirements related to System for Award Management and Universal Identifier Requirements. The grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

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

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

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

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

97. Cooperating with OJP Monitoring. The grantee agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The grantee agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation

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related to any subawards made under this award. Further, the grantee agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the grantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the grantee's access to award funds; referral to the DOJ OIG for audit review; designation of the grantee as a DOJ High Risk grantee; or termination of an award(s).

98. Use of program income. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

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

100. Justification of consultant rate. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

101. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

    The details of the grantee's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

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

103. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS. The grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

    The details of grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance

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system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

104. Withholding - Certification with respect to Federal taxes - award exceeding $5 million (updated Aug. 2017).

The grantee may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the grantee, that the grantee (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

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

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

106. Required monitoring of subawards. The grantee must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the grantee is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

107. Avoidance of duplication of networks. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

108. Law enforcement task forces - required training. Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if

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multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

109. All State and Local JAG grantee must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the grantee must provide data that measure the results of its work. The grantee must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

110. Expenditures prohibited without waiver. No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

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

112. The award grantee agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

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

114. Authorization to obligate (federal) award funds to reimburse certain project costs incurred after October 1, 2021. The grantee may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the grantee may choose to incur project costs using non-federal funds, but any such project costs are incurred at the grantee's risk until, at a minimum – (1) the grantee makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by the OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the grantee from obligating, expending, or drawing down all or a portion of the award funds until the

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condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if an when the grantee makes a valid acceptance of this award and OJP removed each applicable withholding condition through an Award Condition Modification (ACM), the grantee is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable under the award.

115. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

116. Grantees utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

117. Prohibition on use of award funds for match under BVP program. JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

118. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards. If grantee uses funds under this award to purchase body armor, the grantee must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The grantee must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In additional, ballistic-resistant and stab resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1(A). The latest NIJ standard information an the NIJ Compliance Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

119. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by the State courts and United States courts (including the

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Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of the constitutional rights, at a minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at not expense to the government; pre-deprivation and post deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including by not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and the United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at a minimum, prevent reliance upon evidence that us unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

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

121. BJA-JAG-Withholding for Chief Executive Certification. Withholding of funds: Required certification from the chief executive of the applicant government

    The grantee may not expend or draw down any award funds until the grantee submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

122. High risk: Withholding – Completion of "OJP financial management and grant administration training required.
    The grantee may not obligate, expend, or draw down funds under this award until – (1) OJP determines that the recipient's Grant Award Administrator and all Financial Managers for this award have successfully completed an "OJP financial management and grant administration training" on or after October 15, 2020, and (2) OJP issues an Award Condition Modification (ACM) to modify or remove this award condition.

    Once both the Grant Award Administrator and all Financial Managers have successfully completed the training required by this condition, the grantee may contact the designated grant manager for the award to request initiation of an ACM to remove this condition.

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

123. BJA – JAG – Withholding of funds for program narrative.

    Withholding of funds: Program narrative

    The grantee may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and an Award Certification Modification has been issued to remove this condition.

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124. High rise: On-site monitoring. The grantee understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

125. BJA-JAG-SORNA Appeal Limits. The grantee acknowledges that final agency decision made by DOJ that grantee's jurisdiction did not substantially implement the Sex Offender registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

126. In accepting this award, the grantee agrees that the grant funds cannot be used for Facial Recognition Technology (FRT) unless the grantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Grantees utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

127. The grantee agrees to address outstanding issues from audit report number TO-50-21-005. The grantee may not obligate, expend, or draw down funds under this award until outstanding audit issues have been satisfactorily addressed, or the Director of the OJP Office of Audit, Assessment and Management (OAAM), for good cause shown, issues prior written approval for a partial or total release of this condition, and a Grant Award Modification (GAM) has been issued to modify or remove this award condition.

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STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Dupage	**UEI: W7KRN7E54898**	**NOFO ID: 2094-0625**	**Grant #: 422091**
CFSA Number: 546-**00-2094**	**CSFA Short Description: Public Defender Services**	**State Fiscal Year(s): FY26-27**	**Project Period: 10-1-25-9-30-26**

All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under " Year 1." ***Please read all instructions before completing form.***

SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS

Revenues	Year 1			
(a). State of Illinois Grant Amount Requested	$ 50,250			

BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS

Budget Expenditure Categories *OMB Uniform Guidance Federal Awards Reference 2 CFR 200*	Year 1			
1. Personnel (Salaries & Wages) 200.430	$ -			
2. Fringe Benefits 200.431	$ -			
3. Travel 200.474	$ -			
4. Equipment 200.439	$ -			
5. Supplies 200.94				
6. Contractual Services *(200.318)* & Subawards *(200.92)*	$ 50,250			
16. Total Direct Costs (lines 1-15) 200.413	$ 50,250			
17. Indirect Costs* (see below) 200.414				
Rate: % Base: $	$ -			
18. Total Costs State Grant Funds (lines 16 and 17)	$ 50,250			

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SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.

B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.

C. Use a Restricted Rate designated by programmatic or statutory policy. ***(See Notice of Funding Opportunity for Restricted Rate Programs)***

2a) ☐ Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c).

NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68).

NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

4) ☐ For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:

☐ Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;

☐ Complies with other statutory policies *(please specify)* :

The Restricted Indirect Cost Rate is _____%

5) ☑ No reimbursement of Indirect Cost is being requested. *(Please consult your program office regarding possible match requirements)*

Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected

Period Covered by the NICRA: _____

Approving Fed/State Agency (please specify): _____

The Indirect Cost Rate is: _____%

The Distribution Base is: _____

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STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Dupage	**UEI: W7KRN7E54898**	**NOFO ID: 2094-0625**	**Grant #: 422091**
CFSA Number: 546-00-2094	**CSFA Short Description: Public Defender Services**	**State Fiscal Year(s): FY26-27**	**Project Period: 10-1-25-9-30-26**

If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under " Year 1." ***Please read all instructions before completing form.***

SECTION B -- MATCH FUNDS

Program Revenues	Year 1			
Grantee Match Requirement: ___% *(ICJIA to populate only if match is required)*				
(b). -Cash				
(c). -Non-cash				
(d). Other Funding & Contributions				
NON-STATE Funds Total	$ -			

BUDGET SUMMARY MATCH FUNDS

Budget Expenditure Categories *OMB Uniform Guidance Federal Awards Reference 2 CFR 200*	Year 1			
1. Personnel (Salaries & Wages) 200.430	$ -			
2. Fringe Benefits 200.431	$ -			
3. Travel 200.474	$ -			
4. Equipment 200.439	$ -			
5. Supplies 200.94	$ -			
6. Contractual Services *(200.318)* & Subawards *(200.92)*	$ -			
16. Total Direct Costs (lines 1-15) 200.413	$ -			
17. Indirect Costs* (see below) 200.414				
Rate: _____ % Base: _____	$ -			
18. Total Costs NON-ICJIA (Match) Funds (lines 16 and 17)	$ -			

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STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Dupage	UEI: W7KRN7E54898	NOFO ID: 2094-0625	Grant #: 422091
CFSA Number: 546-00-2094	CSFA Short Description: Public Defender Services	State Fiscal Year(s): FY26-27	Project Period: 10-1-25-9-30-26

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s). "

Implementing Agency		Program Agency
County of Dupage	County of Dupage	County of DuPage
Name of Applicant Institution/Organization	Name of Applicant Institution/Organization	Institution/Organization
_____	_____	_____
Signature	Signature	Signature
Jeffrey Martynowicz	Deborah Conroy	Jeff York
Name of Official	Name of Official	Name of Official
Chief Financial Officer (or equivalent)	Chairman	Chief Public Defender
Title	Title	Title
Chief Financial Officer (or equivalent)	Executive Director (or equivalent)	Executive Director (or equivalent)
_____	_____	_____
Date of Signature	Date of Signature	Date of Signature

Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

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FFATA Data Collection Form (See instructions below to determine if this form needs to be completed)

Under FFATA, any implementing agency that receives $25,000 or more from federal funds for this award must provide the following information for federal reporting. Please fill out the following form accurately and completely. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Notice of Funding Opportunity. If there is no CFDA number, then this award does not include federal funds.

Grantee (or Subgrantee) DUNS:	135836026						
Grantee (or Subgrantee) Name:	Dupage County Health Department						
Grantee (or Subgrantee) DBA:	Dupage County Health Department						
Grantee (or Subgrantee) Address:	421 N County Farm Rd						
City:	Wheaton	**State:**	IL	**Zip+4:**	60187-4354	**Congressional District:**	3
Grantee (or Subgrantee) Principal Place of Performance:							
City:	Wheaton	**State:**	IL	**Zip+4:**	60187-4354	**Congressional District:**	3
422091	Award Amount:	$	50,250	10-1-25-9-30-26			
State of Illinois Awarding Agency: Illinois Criminal Justice Information Authority							
CSFA Short Description: Public Defender Services							

Under certain circumstances, grantee (or subgrantee) must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) $25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐ If yes, must answer Q2 below.

No ☑ If no, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☑ If yes, you are not required to provide data.

No ☐ If no, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	

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Implementing Agency Name: County of Dupage

Grant #: 422091

Section C - Budget Worksheet & Narrative

1). Personnel (Salaries & Wages) *(2 CFR 200.430)* --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Computation				Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Quantity (based on Yr/Mo/Hr)			
N/A								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
					Total	$ -	$ -	$ -

Personnel Narrative:

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Implementing Agency Name: County of Dupage

Grant #: 422091

Section C - Budget Worksheet & Narrative

2). Fringe Benefits (2 CFR 200.431)--Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the name of the fringe benefit (i.e., Retirement, Insurance, Worker's Comp, etc), the fringe benefit rate, and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Fringe Costs								Federal/State Amount	Match	Total Cost
		Calculated Salary	FICA	Other (Please specify)	Other (Please specify)	Other (Please specify)	Other (Please specify)	Other (Please Specify)	Flat Rate Fringe (If applicable)			
			7.6500%									
N/A		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
										$ -	$ -	$ -

Fringe Narrative:

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Section C - Budget Worksheet & Narrative

3). Travel *(2 CFR 200.474)*-- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Column G ("Basis") defines the quantity being measured. For example, if your expense is two nights in a hotel, the basis is "Nights." If the expense is 300 miles, the basis is "Miles."

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Purpose of Travel (brief description)	Location	Computation						Federal/State Amount	Match	Total Cost
		Items	Cost Rate	Quantity	Basis	# Staff	# of Trips			
N/A										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
							Total	$ -	$ -	$ -

Travel Narrative:

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Implementing Agency Name: County of Dupage

Grant #: 422091

Section C - Budget Worksheet & Narrative

4). Equipment *(2 CFR 200.439)* -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than $5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Item	Computation			Federal/State Amount	Match	Total Cost
	Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
N/A						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
Total				$ -	$ -	$ -

Equipment Narrative:

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Implementing Agency Name: County of Dupage

Grant #: 422091

Section C - Budget Worksheet & Narrative

5). Supplies *(2 CFR 200.94)* --List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Supply Items	Computation			Federal/State Amount	Match	Total Cost
	Quantity/ Duration	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
N/A						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
			Total	$ -	$ -	$ -

Supplies Narrative:

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Section C - Budget Worksheet & Narrative

6). Contractual Services *(2 CFR 200.318)* **& Subawards** *(200.92)* **--** Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of $150,000 *(See 2 CFR 200.88)* . **However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program adminsitrator for additional information.** This budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
Position- Community Support Specialist	$ 40,250.00	annual	1	100.00%	$ 40,250		***$ 40,250***
Travel-rides via taxi/uber services	$ 10,000.00	annual	1	100.00%	$ 10,000		***$ 10,000***
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
				Total	***$ 50,250***	***$ -***	***$ 50,250***

Contractual Narrative:

- Position - We would be partnering (contracting) with the DuPage County Health Department, who will supply a Community Support Specialist 20 hours per week. This person would work in cooperation with Assistant Public Defenders in the mornings, M-F, when most pre-trial cases are heard in court daily. They would only work during the week at this point, so these services would not be availabel on weekends or holidays. This amount covers salary, fringe, and other costs associated with the position.
  For the travel line, this would cover the costs of clients getting to appointments and services referered, if needed. Transportation is a large barrier to service in DuPage County with our clients. The costs reflect approximately 200 rides provided using a taxi or uber service, based on the distance it takes to cross the county, approximately $50 per round trip ride.

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Section C - Budget Worksheet & Narrative

16). Indirect Cost *(2 CFR 200.414)* --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
N/A					$ -

Indirect Cost Narrative:

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

(1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
(2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.
(3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

County of DuPage
Institution/Organization

_____
Signature

Jeffrey Martynowicz
Name of Official

Title
Chief Financial Officer (or equivalent)

_____
Date of Signature

County of DuPage
Institution/Organization

_____
Signature

Deborah Conroy
Name of Official

Director
Title
Executive Director (or equivalent)

_____
Date of Signature

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

Section C - Budget Worksheet & Narrative

Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-Statel funds that will support the project.

Budget Category	*Federal/State Amount*	*Match Amount*	*Total Amount*
1. Personnel	*$ -*	*$ -*	*$ -*
2. Fringe Benefits	*$ -*	*$ -*	*$ -*
3. Travel	*$ -*	*$ -*	*$ -*
4. Equipment	*$ -*	*$ -*	*$ -*
5. Supplies		*$ -*	
6. Contractual Services	*$ 50,250.00*	*$ -*	*$ 50,250.00*
16. Indirect Costs	*$ -*	*$ -*	*$ -*
TOTAL PROJECT COSTS	*$ 50,250.00*	*$ -*	*$ 50,250.00*

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

ICJIA Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Dupage	UEI: W7KRN7E54898	NOFO ID: 2094-0625	Grant #: 422091
CFSA Number: 546-00-2094	CSFA Short Description: Public Defender Services	State Fiscal Year(s): FY26-27	Project Period: 10-1-25-9-30-26

FOR ICJIA USE ONLY

Final Budget Amount Approval

Final Total Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
$50,250	Darren Daniels	Signed by:	
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative [redacted]	Date
	Hemant Modi	C1EF4C70B72F485...	10/28/2025 | 1:56:41 PM CDT

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

State of Illinois -- Uniform Budget Template (updated by ICJIA) -- GATA General Instructions

Section A – Budget Summary

FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by all applicable budget categories. **Please read all instructions before completing form.**

FEDERAL/STATE GRANT FUNDS

Provide a total requested ICJIA Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories.

For each project year for which funding is requested, show the total amount requested for each applicable budget category.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section A - Indirect Cost Information: *(This information should be completed by the applicant's Business Office)* . If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.

B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.

C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). ***Note:*** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

OR

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. ***Note:*** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (e)(4)(f) & (200.68). ***Note:*** *The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.* ***Note*** *the applicant may only use the 10 percent de minimis rate if the applicant does not have an Approved Indirect Cost Rate Agreement. The applicant may not use the de minimis rate if it is a Local government, or if your grant is funded under a training rate or restricted rate program .*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. ***Note:*** *See Notice of State Award for Restricted Rate Programs*

Section B - Budget Summary

MATCH FUNDS

MATCH FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-ICJIA resources to the project, the applicant must provide a revenue breakdown of all Match funds in lines (b)-(d). the total of "Match Funds" should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY - MATCH FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other match resources to the project, these costs should be shown for each applicable budget category of Section B.

For each applicable budget category for which matching funds are provided, show the total contribution. Only use those categories that are visible.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section C - Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable ICJIA-specific instructions.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.

2. For match funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:

   a. The specific costs or contributions by budget category;
   b. The source of the costs or contributions; and
   c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.

4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.

5. Provide other explanations or comments you deem necessary.

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

•A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
•The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
•The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
•Each section of the budget should be in outline form, listing line items under major headings and subheadings.
•Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:
•Salaries should be comparable to those within the applicant organization.
•If new staff is being hired, additional space and equipment are considered, as necessary.
•If the budget lists an equipment purchase, it is the type allowed by the agency.
•If additional space is rented, the increase in insurance is supported.
•If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

State of Illinois -- Uniform Budget Template (updated by ICJIA) -- ICJIA Specific Instructions

Section A – Budget Summary

I. Section A: Federal/State funds are those that come from ICJIA as part of a NOFO or continuation. The Implementing Agency is the entity that will be responsible for managing the agreement. Please complete all cells in blue. If indirect costs are being included in the budget, don't forget to include the Rate and Base in the left column. The following information can be found on the GATA website or on the Uniform Notice of Funding Opportunity (NOFO): NOFO ID; CFSA Number; CFSA Short Description; State Fiscal Year(s) and Project Period. If this is a continuation grant, please enter the grant number.

II. Section A - Indirect Costs: One of the following must be checked: Item 1; 2a or 2b; 3, 4, or 5. If Option 1 or 2a is selected, then the box at the bottom of the page must be filled out.

III. Section B: All required match must be included. If you are including additional match (overmatch), do not separate required match from overmatch. Those amounts should be combined together. If match is being included in your budget, please complete all cells in blue. If indirect costs will be paid by matching funds, include the Rate and Base in the left column.

IV. Applicant Certification: The Implementing Agency (and Program Agency, if different from the Implementing Agency), must complete this form at the time the grant agreement is signed.

V. FFATA Form: This should only be filled out if the source of ICJIA funds is federal (ie JAG, VOCA, VAWA, etc.) AND if the implementing agency receives $25,000 or more in federal funds. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Uniform Notice for Funding Opportunity (NOFO). If there is a CFDA number, then this award includes federal funds.

VI. Section C1- Personnel:
A) If a cost of living increase is anticipated, please reflect the adjusted salary in one line item. In the justification, please state that the salary reflects a cost of living increase and provide the amount/length of time of the initial salary and amount/length of time of the final salary.
B) If you are budgeting for overtime, please put the overtime amount on the bottom row. In the justification, please state how the overtime amount has been calculated.
C) Quantity of time will depend on the basis selected.

VII. Section C2 - Fringe:
A) If additional staff were added to the Personnel tab, please make sure they are also added here. Check the totals to make sure that all additional personnel are included. Fringe should include both the ICJIA and match amounts.
B) If a personnel's salary is prorated, then the flat rate fringe must also be prorated.
C) Please enter the percentages for retirement, insurance (include health, dental and life) and workman's comp. If there are other fringe benefits, please enter what the benefit is and the percentage.
D) Column M has been provided for any flat rate fringe benefits. Please enter the dollar amount in Column M. The narrative should provide sufficient detail that ICJIA understands how the flat rate fringe benefits were calculated.

VIII. Section C3 - Travel:
A) This page is to be used for all travel costs - both daily and out of town. Please put similarly purposed trips together. For example - daily mileage reimbursement costs can all be on one line item and daily parking costs on the next line item. Out of town trips should also be listed together. For example, if you will attend two conferences, please put costs associated with the first conference together, and then put costs associated with the second conference together.
B) Travel expenses can not exceed the State of Illinois rates (or your agency's rate, whichever is lower). Mileage, per diem, and lodging rates can be found here: https://www.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx (copy and paste this address into a web browser).

IX. Section C4 - Equipment:
A) All equipment must be purchased no later than 90 days after the start of the grant, unless otherwise approved by your ICJIA grant monitor.
B) Equipment must be pro-rated if the piece of equipment will be used for any purpose other than the grant program.

X. Section C5 - Supplies: Please list all supplies/commodities in this section.

XI. Section C6 - Contractual Services: Pro-rated Share - Certain contractual costs must be pro-rated to determine how much can be applied to the grant program. For example, telephone costs would be proportional to the number of FTEs on the grant funded program divided by the total number of FTE employees in the office. Utility or rent costs would be proportional to the space occupied by the grant funded program divided by the total space.

XII. Section C16 - Indirect Costs:
A) If a federally-approved or state-approved indirect cost rate is being included, please provide the letter showing the approved indirect cost rate.
B) If any indirect cost rate is being included (de minimus, federally approved or state approved), the certification must be signed at the time the grant agreement is signed.

XIII. Summary: Please make sure the amounts on this page are the same as the amounts on each of the Budget Worksheet and Narrative tabs.

XIX. Agency Approval: Do not complete this form - this will be filled out by ICJIA.

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH
PUBLIC DEFENDER SERVICES GRANT PY26
INTER-GOVERMENTAL AGREEMENT NO. 422091
COMPANY 5000 – ACCOUNTING UNIT 6350
$50,250

REVENUE		
41000-0004 - Federal Operating Grant - DOJ	$ 50,250	
TOTAL ANTICIPATED REVENUE		$ 50,250
EXPENDITURES		
OTHER FINANCING USES		
57030-0100 - Transfer Out Hd Gen Fund	$ 50,250	
TOTAL OTHER FINANCING USES		$ 50,250
TOTAL ADDITIONAL APPROPRIATION		$ 50,250

Budget Transfer

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

File #: 25-2689 **Agenda Date:** 11/4/2025 **Agenda #:** 8.A.

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: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
5900	50050		TEMPORARY SALARIES	$ 7,280.00	7,281.00	1.00	10/21/25
5900	53040		INTERPRETER SERVICES	$ 5,000.00	46,381.00	41,381.00	10/21/25
			Total	$ 12,280.00			

To: 1000 (Company #)

CIRCUIT COURT
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
5900	50040		PART TIME HELP	$ 12,280.00	(3,458.70)	8,821.30	10/21/25
			Total	$ 12,280.00			

Reason for Request:

Moving funds to accommodate salaries for part time staff until the end of FY25

[redacted]

10/21/25
Date

10/22/25
Date

Activity _____ (optional)

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

Finance Department Use Only

Fiscal Year 25 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

JPS - 11/4/25
FIN/CB - 11/12/25

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

File #: TE-P-0018-25 **Agenda Date:** 11/4/2025 **Agenda #:** 6.G.

AWARDING RESOLUTION ISSUED TO
VERIZON WIRELESS
FOR WIRELESS TABLET AND MACHINE-TO-MACHINE SERVICES
FOR SHERIFF, DEPARTMENT OF TRANSPORTATION,
STORMWATER, AND PUBLIC WORKS
(CONTRACT TOTAL AMOUNT $33,510.00)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for wireless tablet and machine-to-machine services; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the State of Illinois Master Contract #CMS793372P, the County of DuPage will contract with Verizon Wireless; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Verizon Wireless, for wireless tablet and machine-to-machine services, for the period of November 16, 2025 through September 30, 2026, for Sheriff, Department of Transportation, Stormwater, and Public Works.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for wireless tablet and machine-to-machine services, for the period of November 16, 2025 through September 30, 2026, for Sheriff, Department of Transportation, Stormwater, and Public Works, be, and it is hereby approved for issuance of a contract by the Procurement Division to Verizon Wireless, 254 Congress Dr., New Lenox, IL 60451, for a contract total amount not to exceed $33,510.00, per contract pursuant to the State of Illinois Master Contract #CMS793372P.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2466	RFP, BID, QUOTE OR RENEWAL #: State of IL Master Contract #C	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $33,510.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: NOV 4, 2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $33,510.00
	CURRENT TERM TOTAL COST: $33,510.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Verizon Wireless	VENDOR #: 10597	DEPT: IT	DEPT CONTACT NAME: Joe Bulaga
VENDOR CONTACT: Jeremy Timm	VENDOR CONTACT PHONE: 847-946-3125	DEPT CONTACT PHONE #: 630-407-5151	DEPT CONTACT EMAIL: Joseph.Bulaga@dupagecounty.gov
VENDOR CONTACT EMAIL: jeremy.timm@verizon.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Wireless tablet and machine-to-machine services using pricing on the State of Illinois Master Contract #CMS793372P.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The Verizon wireless data services associated with this request are used by DOT, Stormwater, Public Works, and Sheriff. The primary use with the data services is in the M2M connectivity for the monitoring of traffic intersections for DOT and Stormwater locations across the County. There are also department engineers using Verizon data services on their tablets to collect and send information while working in the field. There are no voice services associated with this service.

SECTION 2: DECISION MEMO REQUIREMENTS

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

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Purchase in compliance with Governmental Joint Purchasing ACT, 30 ILCS 525/2 (State of Illinois Master Contract #CMS793372P).
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Staff recommends we continue using Verizon Wireless data service to maintain business continuity. 2) Discontinue service and migrate to another provider, which would impact business continuity.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Verizon Wireless	Vendor#: 10597	Dept: IT	Division:
Attn: Jeremy Timm	Email: jeremy.timm@verizon.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 254 Congress Dr.	City: New Lenox	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60451	State: IL	Zip: 60187
Phone: 847-946-3125	Fax:	Phone: 630-407-5037	Fax:
Send Payments To:		*Ship to:*	
Vendor: Verizon Wireless	Vendor#: 10597	Dept: IT	Division:
Attn:	Email:	Attn: Joe Bulaga	Email: Joseph.Bulaga@dupagecounty.gov
Address: P.O. Box 25505	City: Lehigh Valley	Address: 421 N. County Farm Road	City: Wheaton
State: PA	Zip: 18002-5505	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5151	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 16, 2025	Contract End Date (PO25): Sep 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		Wireless Services - Sheriff	FY25	1000	4400	53260		140.00	140.00
2	1	EA		Wireless Services - Stormwater	FY25	1600	3000	53260		645.00	645.00
3	1	EA		Wireless Services - DOT - Highway	FY25	1500	3510	53260		905.00	905.00
4	1	EA		Wireless Services - Public Works	FY25	2000	2665	53260		1,000.00	1,000.00
5	1	EA		Wireless Services - Public Works	FY25	2000	2555	53260		1,000.00	1,000.00
6	1	EA		Wireless Services - Public Works	FY25	2000	2640	53260		500.00	500.00
7	1	EA		Wireless Services - Sheriff	FY26	1000	4400	53260		1,385.00	1,385.00
8	1	EA		Wireless Services - Stormwater	FY26	1600	3000	53260		6,420.00	6,420.00
9	1	EA		Wireless Services - DOT - Highway	FY26	1500	3510	53260		9,015.00	9,015.00
10	1	EA		Wireless Services - Public Works	FY26	2000	2665	53260		4,000.00	4,000.00
11	1	EA		Wireless Services - Public Works	FY26	2000	2555	53260		5,500.00	5,500.00
12	1	EA		Wireless Services - Public Works	FY26	2000	2640	53260		3,000.00	3,000.00

FY is required, ensure the correct FY is selected.

Requisition Total $ 33,510.00

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. Please send PO to Sarah Godzicki & Joe Bulaga and copy both when emailing PO to vendor. Please add "First Invoice Allowed" date of 11/01/2025.
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.

STATE OF ILLINOIS
CONTRACT AMENDMENT

The undersigned Agency and Vendor, Cellco Partnership dba Verizon Wireless, (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Amendment to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: Cellco Partnership d/b/a Verizon Wireless	Address: One Verizon Way, Basking Ridge NJ 07920
Signature: Signature on File	Phone: 240-280-3561
Printed Name: Clifton G. Miller	Fax: NA
Title: Sr. Director – Contract Management	Email: Clifton.Miller@verizonwireless.com
Date: 09/04/2025	

STATE OF ILLINOIS

Procuring Agency: Department of Innovation and Technology	Phone:
Street Address: 120 W Jefferson Street	ALL NOTICES TO: Email: DoIT.ITPO.Communications@lllinois.gov and DoIT.GeneralCounsel@lllinois.gov
City, State ZIP: Springfield, IL 62702	
Official Signature: Signature on File	Date: 09/25/2025
Printed Name: Brandon Ragle	
Official's Title: Acting Secretary	
Legal Signature: Signature on File	Date: 09/24/2025
Legal Printed Name: Radhika Lakhani	
Legal's Title: General Counsel	
Fiscal Signature: Signature on File	Date: 09/24/2025
Fiscal's Printed Name: Mary Feagans	
Fiscal's Title: Chief Fiscal Officer	

Reviewed as to legal clause sufficiency:
WAW 9/4/25

STATE USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

PBC# 22037605 Project Title JPMC Verizon Wireless Voice, Data, Equip

Contract # CMS793372P Procurement Method (IFB, RFP, Small, etc): RFP

IPB Ref. # 22037605 IPB Publication Date: 12/11/2015 Award Code: B

Subcontractor Utilization? X Yes ☐ No Subcontractor Disclosure? X Yes ☐ No

Funding Source JPMC Obligation # 9100000592

CPO 33 – General Counsel Approval:

Signature Printed Name Date

1. **CONTRACT DESCRIPTION** (including Original Purchase Order or Contract Number): The Illinois Department of Innovation and Technology and Cellco Partnership dba Verizon Wireless are amending Contract# P-4622/ CMS793372P, JPMC Verizon Wireless Voice, Data, Equipment, a contract to provide wireless voice and data services and equipment..

2. **CHANGE ORDER**: Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E?

   ☒ Yes ☐ No

3. **DESCRIPTION OF AMENDMENT** (Check all that apply, complete blanks and explain as necessary):

   3.1. The completion date will be ☒ extended, ☐ shortened or ☐ remain the same.

   3.1.1. Original completion date: October 3, 2025.

   3.1.2. Revised completion date: October 2, 2026.

   3.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will ☒ stay the same.

   3.3. The cost will be ☐ increased, ☐ decreased or ☒ remain the same.

   3.4. The supplies or services to be provided will ☒ stay the same.

   3.5. Subcontractors are being ☐ added, ☐ deleted, or ☒ remain the same.

   3.5.1. All contracts with the subcontractors identified above must include the Standard Illinois Certifications.

   3.5.2. If the annual value of any of the subcontracts is more than $100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

   3.5.3. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Illinois Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed IPG Active Registered Vendor Disclosure (formerly named Forms B) for the subcontractor.

   3.5.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

4. **EFFECTIVE DATE OF AMENDMENT**: Last Date of Execution.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Cellco Partnership

Business Name: dba Verizon Wireless

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number : 22-3372889

Legal Status (check one):

☐ Individual	☐ Governmental
☐ Sole Proprietor	☐ Nonresident alien
☒ Partnership	☐ Estate or trust
☐ Legal Services Corporation	☐ Pharmacy (Non-Corp.)
☐ Tax-exempt	☐ Pharmacy/Funeral Home/Cemetery (Corp.)
☐ Corporation providing or billing medical and/or health care services	☐ Limited Liability Company (select applicable tax classification)
☐ Corporation NOT providing or billing medical and/or health care services	☐ D = disregarded entity ☐ C = corporation ☐ P = partnership

Signature of Authorized Representative: Signature on File

Date: 09/04/2025

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	119-448DOIT-ADMIN-P-4622
COMPANY NAME:	Cellco Partnership d/b/a Verizon Wireless
CONTACT PERSON:	Jeremy Timm
CONTACT EMAIL:	jeremy.timm@verizonwireless.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

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

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE
None to the best of our knowledge.				

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

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

- ☐ Yes
- ☑ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

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

Section IV: Certification

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

Printed Name: Clifton Miller, Jr. Signature: Signature on File

Title: Senior Director - Contract Management Date: October 10, 2025

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

File #: JPS-P-0049-25 **Agenda Date:** 11/18/2025 **Agenda #:** 6.A.

APPROVAL OF A CONTRACT PURCHASE ORDER TO
THE DU PAGE COUNTY HEALTH DEPARTMENT
TO PROVIDE A COURT NAVIGATOR FOR COURT PARTICIPANTS
IN 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 to the DuPage County Health Department, to provide a part-time Court Navigator to be housed in the courthouse serving as a point of contact to assist individuals in need of de-escalation and/or crisis intervention, for the period of December 1, 2025 through November 30, 2026, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide a part-time Court Navigator, for the period of December 1, 2025 through November 30, 2026 for the 18th Judicial Circuit Court, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to DuPage County Health Department, 111 North County Farm Road, Wheaton, Illinois 60187, for a contract total amount of $48,000.

Enacted and approved this 25th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2579	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $48,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/18/2025	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: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: DuPage Health Department	VENDOR #: 19161	DEPT: 18th Judicial Circuit Court	DEPT CONTACT NAME: Suzanne Armstrong
VENDOR CONTACT: Adam Forker	VENDOR CONTACT PHONE: 630-221-7419	DEPT CONTACT PHONE #: 630-407-8888	DEPT CONTACT EMAIL: Suzanne.Armstrong@DuPageCourts.gov
VENDOR CONTACT EMAIL: Adam.Forker@dupagehealth.org	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Intergovernmental agreement with the DuPage Health Department for a part time navigator to provide mental health and social services guidance to court visitors.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
This will provide courthouse visitors in need to receive immediate assistance, and/or guidance to resources while assisting court personnel who may not have the training to provide these services. This will improve the quality of services to court participants.

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.
IGA (INTERGOVERNMENTAL AGREEMENT)

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

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: DuPage County Health Dept	Vendor#: 191610	Dept: 18th Judicial Circuit	Division:
Attn: Adam Forker	Email: Adam.Forker@dupagehealth.org	Attn: Suzanne Armstrong	Email: Suzanne.Armstrong@DuPageCourts.gov
Address: 111 N County Farm Road	City: Wheaton	Address: 505 N County Farm Rd	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630-221-7419	Fax:	Phone: 630-407-8901	Fax:
Send Payments To:		*Ship to:*	
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, 2025	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	12	EA	Monthly Navigator Service	Part-time Court Navigator Services	FY26	1000	5900	53090		4,000.00	48,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 48,000.00

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

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE DUPAGE COUNTY HEALTH DEPARTMENT AND THE 18TH JUDICIAL CIRCUIT COURT

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 18th Judicial Circuit Court is entered this 1st day of December, 2025.

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, Circuit Court participants may benefit from mental health-related resources in addition to what is provided through existing Circuit Court programs; and

WHEREAS, the Health Department has experience and expertise in the provision and referral of services for persons who are Circuit Court-involved and may be experiencing mental illness and/or crisis; and

WHEREAS, the Circuit Court seeks to improve the quality of services provided to Circuit Court participants in need of mental health resources; and

WHEREAS, the Health Department can provide resources and support that will improve the Circuit Court user experience.

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

ARTICLE I. SERVICES.

1.1 The Health Department will provide a part-time Court Navigator to be housed in the courthouse during peak hours, serving as a direct and immediate point of contact to assist individuals in need of de-escalation, crisis intervention. The Court Navigator may link individuals with resources with the Health Department or other community providers. The Court Navigator will be available to visitors throughout the courthouse, including litigants and their family members, victims, witnesses, jurors and court staff.

1.2 The Circuit Court and the Health Department will conform to all state, federal, professional and program standards governing confidentiality of participant information.

1.3 Staffing and Licensure: The Health Department shall provide appropriate clinical and support staff in order to provide resources and 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.

1.4 The Health Department will provide such clinical and support personnel necessary for the rendering of resources pursuant to this Agreement.

ARTICLE II. PROBLEM RESOLUTION

The Circuit Court 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 Circuit Court 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 Circuit Court will pay the Health Department $48,000.00 annually for services provided. Payment will be made as follows:

4.1 The Circuit Court will pay the Health Department $48,000.00. A monthly invoice of $4,000.00 will be sent by the Health Department to the Circuit Court.

4.2 In the event of early termination of this Agreement, the Circuit Court shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Circuit Court be liable for any costs incurred or services performed after the effective date of termination as provided herein.

ARTICLE V. TERM AND TERMINATION OF AGREEMENT

5.1 Term. This Agreement will be effective from December 1, 2025 through November 30, 2026.

5.2 Termination. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days' notice. In addition, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for 15 days after receipt by the breaching party of written notice of such breach from non-breaching party.

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 Circuit Court shall return or destroy all Protected Health Information received from the Health Department or created or received by the Circuit Court on behalf of the Health Department that is in possession of subcontractors or agents of the Circuit Court. The Circuit Court, its subcontractors and its agents shall retain no copies of the Protected Health Information.

5.3.c In the event that the Circuit Court determines that returning or destroying the Protected Health Information is infeasible, the Circuit Court shall provide to the Health Department notification by mail of the conditions that make return or destruction infeasible within 15 business days. The Circuit Court 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 Circuit Court 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 Circuit 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 Circuit Court:
18th Judicial Circuit Court
Office of the Chief Judge
505 North County Farm Road
Wheaton, Illinois 60187
Attention: Suzanne Armstrong, Court Administrator

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 Circuit Court, 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 Circuit Court shall not assign or transfer, in whole or in part, this Agreement of any of Circuit Court's rights, duties or obligations under this Agreement without the prior written consent of the Health Department, and any assignment or transfer by the Circuit Court 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:

[redacted]

Adam Forker
Executive Director

Date 10/28/2025

For the Circuit Court:

[redacted]

Bonnie M. Wheaton
Chief Judge

Date 10-30-25

Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

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 [redacted]

Printed Name Adam Forker

Title Executive Director

Date Oct 28, 2025

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

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

File #: JPS-P-0050-25 **Agenda Date:** 11/18/2025 **Agenda #:** 6.B.

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, 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, 2025 through November 30, 2026, 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, 2025 through November 30, 2026 for the 18th Judicial Circuit Court, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to 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 25th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2581	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $42,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/18/2025	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
Vendor Information		*Department Information*	
VENDOR: Lafata Law LLC.	VENDOR #: 45307	DEPT: 18th Judicial Circuit Court	DEPT CONTACT NAME: Nicole Swiss
VENDOR CONTACT: Megan Elsner	VENDOR CONTACT PHONE: 630-926-5858	DEPT CONTACT PHONE #: 630-407-8788	DEPT CONTACT EMAIL: Nicole.Swiss@DuPageCourts.gov
VENDOR CONTACT EMAIL: Megan@LafataLaw.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Professional services as a Child Protection GAL Attorney assigned to juvenile cases for the period of December 1, 2025 through November 30, 2026 for a total of $42,000.00.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Statutory need for the court to appoint an attorney for representation of juvenile cases. Attorneys are appointed by the Court to represent abused, neglected, dependent or delinquent minors or family members in cases where the DuPage County Public Defender may not represent a party, including appeals in these matters.

SECTION 2: DECISION MEMO REQUIREMENTS

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

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Attorney Elsner has been successfully filing the position and the Judiciary wishes to continue to have her 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. 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.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Lafata Law LLC.	Vendor#:	Dept: 18th Judicial Circuit Court	Division:
Attn: Megan Elsner	Email: Megan@LafataLaw.com	Attn: Nicole Swiss	Email: Nicole.Swiss@DuPageCourts.gov
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
Send Payments To:		*Ship to:*	
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, 2025	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	12	EA	Monthly Svcs	Child Protection GAL Attorney	FY26	1000	5900	53030		3,500.00	42,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 42,000.00

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

AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of December 2025, 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, 2025, through November 30, 2026.

   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

By: [redacted]
Bonnie M. Wheaton
Chief Judge

Date: 10-28-2025

ATTORNEY

By: [redacted]
Megan Elsner

Date: 10/28/2025

Required Vendor Ethics Disclosure Statement

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

Date: 10/28/25

Bid/Contract/PO #: _____

Company Name: LAFATA LAW LLC	Company Contact: Megan Elsner
Contact Phone: 630-481-6633	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

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]

Printed Name Megan Elsner

Title Owner/Principal

Date Oct 28, 2025

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

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.2- 4/1/16

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

File #: JPS-P-0051-25 **Agenda Date:** 11/18/2025 **Agenda #:** 6.C.

AWARDING RESOLUTION ISSUED TO
WILLIAM G. WOROBEC
OF THE LAW FIRM OF WILLIAM G. WOROBEC
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, 2025 through November 30, 2026, 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, 2025 through November 30, 2026 for the 18th Judicial Circuit Court, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to 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 25th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2583	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $42,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/18/2025	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
Vendor Information		*Department Information*	
VENDOR: Law Offices of William G. Worobec	VENDOR #: 12961	DEPT: 18th Judicial Circuit Court	DEPT CONTACT NAME: Nicole Swiss
VENDOR CONTACT: William G. Worobec	VENDOR CONTACT PHONE: 630-665-3400	DEPT CONTACT PHONE #: 630-407-8788	DEPT CONTACT EMAIL: Nicole.Swiss@DuPageCourts.gov
VENDOR CONTACT EMAIL: William.Worobec@yahoo.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Professional services as a Child Protection GAL Attorney assigned to juvenile cases for the period of December 1, 2025 through November 30, 2026 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.

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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 Worobec has been successfully filing 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. To approve contract with Law Office of William G. Worobec, attorney William G. Worobec. 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.

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JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
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AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Law Office of William G. Worobec	Vendor#: 12961	Dept: 18th Judicial Circuit Court	Division:
Attn: William G. Worobec	Email: William.Worobec@yahoo.com	Attn: Nicole Swiss	Email: Nicole.Swiss@DuPageCourts.gov
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
Send Payments To:		*Ship to:*	
Vendor: (same as above)	Vendor#:	Dept: (same as above)	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
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FY is required, ensure the correct FY is selected.										Requisition Total	$ 42,000.00

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AGREEMENT

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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.

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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: William G. Worobec
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

By: [redacted]
Bonnie M. Wheaton
Chief Judge

Date: 11-4-25

ATTORNEY

By: [redacted]
William G. Worobec

Date: 11/3/25

Required Vendor Ethics Disclosure Statement

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

Date: 11/3/25

Bid/Contract/PO #:

Company Name: LAW OFFICE OF WILLIAM B. WOROBEC PC	Company Contact: WILLIAM B. WOROBEC
Contact Phone: 630-665-3400	Contact Email: WILLIAM.WOROBEC@YAHOO.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
CITIZENS/SAM TORNATORE	LAW OFFICE OF WILLIAM B. WOROBEC	CASH (CHECK)	$100.00	9/25/24

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]

Printed Name WILLIAM B. WOROBEC

Title ATTORNEY

Date 11/3/25

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

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

File #: JPS-P-0052-25 **Agenda Date:** 11/18/2025 **Agenda #:** 6.D.

AWARDING RESOLUTION ISSUED TO
WILLIAM G. WOROBEC
OF THE LAW FIRM OF WILLIAM G. WOROBEC
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 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, 2025 through November 30, 2026, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is 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, 2025 through November 30, 2026 for the 18th Judicial Circuit Court, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to 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 25th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2585	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $48,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/18/2025	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
Vendor Information		*Department Information*	
VENDOR: Law Office of William G. Worobec	VENDOR #: 12961	DEPT: 18th Judicial Circuit Court	DEPT CONTACT NAME: Nicole Swiss
VENDOR CONTACT: William G. Worobec	VENDOR CONTACT PHONE: 630-665-3400	DEPT CONTACT PHONE #: 630-407-8788	DEPT CONTACT EMAIL: Nicole.Swiss@DuPageCourts.gov
VENDOR CONTACT EMAIL: William.Worobec@yahoo.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
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, 2025 through November 30, 2026.

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

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Law Office of William G. Worobec	Vendor#: 12961	Dept: 18th Judicial Circuit Court	Division:
Attn: William G. Worobec	Email: William.Worobec@yahoo.com	Attn: Nicole Swiss	Email: Nicole.Swiss@DuPageCourts.gov
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
Send Payments To:		*Ship to:*	
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, 2025	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	12	EA	Service	Legal Services for SVP and conflict cases	FY26	1000	5900	53030		4,000.00	48,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 48,000.00

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

AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of December, 2025 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, 2025, through November 30, 2026.

   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: [redacted]
Bonnie M. Wheaton
Chief Judge

Date: 11-4-25

ATTORNEY

By: [redacted]
William G. Worobec

Date: 11/3/25

Required Vendor Ethics Disclosure Statement

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

Date: 11/3/25

Bid/Contract/PO #:

Company Name: LAW OFFICE OF WILLIAM B. WOROBEC PC	Company Contact: WILLIAM B. WOROBEC
Contact Phone: 630-665-3400	Contact Email: WILLIAM.WOROBEC@YAHOO.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
CITIZENS/SAM TORNATORE	LAW OFFICE OF WILLIAM B. WOROBEC	CASH (CHECK)	$100.00	9/25/24

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]

Printed Name WILLIAM B. WOROBEC

Title ATTORNEY

Date 11/3/25

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

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

File #: JPS-P-0053-25 **Agenda Date:** 11/18/2025 **Agenda #:** 6.E.

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, 2025 through November 30, 2026, 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, 2025 through November 30, 2026, 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 25th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2609	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST:
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/18/2025	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
Vendor Information		*Department Information*	
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 #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
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.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED IGA (INTERGOVERNMENTAL AGREEMENT)	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.

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: 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
Send Payments To:		*Ship to:*	
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
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	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		SNAP (Special Needs Advocacy Program) Mental Health Assessment and Services	FY26	1400	6120	53830		208,000.00	208,000.00

FY is required, ensure the correct FY is selected.

Requisition Total $ 208,000.00

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

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE DUPAGE COUNTY HEALTH DEPARTMENT
AND THE DEPARTMENT OF PROBATION
AND COURT SERVICES OF THE 18TH 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 18th Judicial Circuit (Probation Department) is entered this 1st day of December 2025.

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, 2025, through November 30, 2026.

5.2 Termination. Either party may terminate this Agreement without cause by giving the other Party at least thirty (30) days' written 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 fifteen (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 the Health Department notification by mail of the conditions that make return or destruction infeasible within fifteen (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: Kathy Starkovich, 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 of 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 11/5/25

For the Probation Department:

Signature On File
Kathy Starkovich
Director

Date :11/5/25

Exhibit A
SCOPE OF SERVICES

This Scope of Services is for the Health Department providing to the Probation Department's MICAP Program and Drug Court 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. Mental Illness Court Alternative Program (MICAP):

1. Behavioral health evaluations shall be completed by the Health Department of all MICAP participants who have Medicaid, Medicare or are uninsured. Exceptions may be considered.

- 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.
- When referrals are accepted by the Health Department, the initial appointment shall consist of a face-to-face meeting between Health Department staff and each referred Probation Department client. A behavioral health evaluation shall be completed for referrals, which 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 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.

2. 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/lOP/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.

3. Assessments, treatment plans, and the provision of services will be monitored by clinical staff dedicated to treatment court programs (i.e., MICAP, SNAP).

4. 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.

5. 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.

6. The Health Department will make available appropriate administrative, medical and other staff to meet once per week with MICAP personnel to address participants' progress and any related issues.

7. 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.

B. Drug Court

1. The Health Department will make available administrative and/or clinical staff for weekly case staffing and weekly drug court call.

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. Behavioral health evaluation shall be completed by the Health Department of all referred Probation Department clients.

      - The Health Department 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 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 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 behavioral health evaluations 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 behavioral health evaluation 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.
  - o 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 Justice Services programs.

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 with 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. 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.

I. 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 with 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.

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	DuPage County Health Department
CONTACT PERSON:	Adam Forker
CONTACT EMAIL:	adam.forker@dupagehealth.org

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

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

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

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

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

- ☐ Yes
- ☑ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

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

Section IV: Certification

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

Printed Name: **Signature On File**

Signature: **Signature On File**

Title: Executive Director

Date: 11/5/25

Rev. 1-2025

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

File #: JPS-P-0054-25 **Agenda Date:** 11/18/2025 **Agenda #:** 6.F.

AWARDING RESOLUTION ISSUED TO
STREICHER'S INC.
FOR THE PURCHASE OF BALLISTIC AND STAB RESISTANT ARMOR
FOR SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT $400,000)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for the purchase of ballistic and stab resistant armor; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Master Contract #198469, the County of DuPage will contract with Streicher's Inc; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Streicher's, FOR the purchase of ballistic and stab resistant armor, for the period of December 1, 2025 through November 30, 2026, for Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for the purchase of ballistic and stab resistant armor, for the period of December 1, 2025 through November 30, 2026, for Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Streicher's Inc, 4777 N. 124th St Butler, WI 53007, for a contract total amount not to exceed $400,000, per contract pursuant to the Master Contract #198469.

Enacted and approved this 25th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2707	RFP, BID, QUOTE OR RENEWAL #: Master Contract #198469	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $400,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/18/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $400,000.00
	CURRENT TERM TOTAL COST: $400,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Streicher's Inc	VENDOR #: 40928	DEPT: Sheriff's Office	DEPT CONTACT NAME: Dan Bilodeau
VENDOR CONTACT: Josh Marshall	VENDOR CONTACT PHONE: 262-781-2552	DEPT CONTACT PHONE #: 630-407-2402	DEPT CONTACT EMAIL: dan.bilodeau@dupagesheriff.org
VENDOR CONTACT EMAIL: joshm@streichers.com	VENDOR WEBSITE: streichers.com	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Acquisition and replacement of ballistic and stab resistant armor. NASPO ValuePoint Cooperative Purchasing Program

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Required to purchase armor for newly hired deputies and replace armor every 5 years (both ballistic and stab) for current deputies. This contract will also provide for combination stab/ballistic armor for corrections deputies so that multiple pieces of armor do not need to be purchased.

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. NASPO Contract pricing
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). Safariland Hardwire body armor selective duty performance and weight considerations. Additionally Safariland offered a combo stab/ballistic that can be utilized for corrections deputies. Pricing was per NASPO Contract pricing

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Streicher's Inc.	Vendor#: 40928	Dept: Sheriff's Office	Division: Budget
Attn: Josh Marshall	Email: joshm@streichers.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 4777 N 124th St	City: Butler	Address: 501 N County Farm Road	City: Wheaton
State: Wisconsin	Zip: 53007	State: IL	Zip: 60187
Phone: 262-781-2552	Fax:	Phone: 630-407-2122	Fax:
Send Payments To:		*Ship to:*	
Vendor: Streicher's Inc.	Vendor#: 40928	Dept: Sheriff's Office	Division: Budget
Attn: Josh Marshall	Email: joshm@streichers.com	Attn: Dan Bilodeau	Email: dan.bilodeau@dupagesheriff.org
Address: 4777 N 124th St	City: Butler	Address: 501 N County Farm Road	City: Wheaton
State: Wisconsin	Zip: 53007	State: IL	Zip: 60187
Phone: 262-781-2552	Fax:	Phone: 630-407-2402	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	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		New Ballistic & Stab Vests	FY26	1000	4400	52000		300,000.00	300,000.00
2	1	EA		Supplies & Material	FY26	1000	4400	52200		100,000.00	100,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 400,000.00

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

Streicher's - Milwaukee
4777 N 124th St
Butler, WI 53007
Phone: 262-781-2552
Fax: 262-781-0444

Federal ID # 41-1458127

STREICHER'S
service since 1953

www.Streichers.com

SALES QUOTE

Sales Quote Number: Q368182
Sales Quote Date: 10/27/25

Sell 35592
To: DuPage County Sheriff
501 N County Farm Rd
Wheaton, IL 60187

Phone: (630) 407-2301
Fax:

Ship
To: DuPage County Sheriff
501 N County Farm Rd
Wheaton, IL 60187

Ship Via
Terms Net 15

Person Ordering: Colleen Zbilski
SalesPerson: Josh Marshall
Phone: 262-781-2552
E-mail: joshm@streichers.com

Item No.	Description	Unit	Quantity	Unit Price	Total Price
	NASPO HARDWIRE VEST				
SBA-WHW68M3A.Z	Ball.Panel Set: NASPO, Hardwire 68, Male, Lvl 3A	EA	1	1,449.00	1,449.00
	1350430-M / MALE OR FEMALE				
SBA-WOS.M2X.Z	Carrier: NASPO, Covert M Series, (spec sz color)	EA	1	129.00	129.00
	1348925				
PRT-WTP.IMPACP158	Trauma Plate: NASPO, Impac P1, S.Threat ICW, 5x8	EA	1	342.00	342.00
	1347571				
	NASPO BALLISTIC/STAB VEST				
SBA-WPRISMME2.Z	Vest: NASPO, Prism MT, Lvl 2/Spike 2 (NS02)	EA	1	1,356.00	1,356.00
	1301972-M / MALE OR FEMALE				
SBA-WOS.M2X.Z	Carrier: NASPO, Covert M Series, (spec sz color)	EA	1	129.00	129.00
	1348925				
SBA-WTP.STP58	Trauma Plate: NASPO, Soft, 5x8	EA	1	33.00	33.00
	1220902-58				
	NASPO SXHP				

Streicher's - Milwaukee
4777 N 124th St
Butler, WI 53007
Phone: 262-781-2552
Fax: 262-781-0444

Federal ID # 41-1458127

STREICHER'S
service since 1953

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SALES QUOTE

Sales Quote Number: Q368182
Sales Quote Date: 10/27/25

Sell 35592
To: DuPage County Sheriff
501 N County Farm Rd
Wheaton, IL 60187

Phone: (630) 407-2301
Fax:

Ship
To: DuPage County Sheriff
501 N County Farm Rd
Wheaton, IL 60187

Ship Via
Terms Net 15

Person Ordering: Colleen Zbilski
SalesPerson: Josh Marshall
Phone: 262-781-2552
E-mail: joshm@streichers.com

Item No.	Description	Unit	Quantity	Unit Price	Total Price
SBA-WSXHPM3A.Z	Ballistic Panel Set NASPO SX HP Male Lvl 3A **1365076-M MALE OR FEMALE & STRUCTURED**	EA	1	1,419.00	1,419.00
SBA-WOS.M2X.Z	Carrier: NASPO, Covert M Series, (spec sz color) **1348925**	EA	1	129.00	129.00
PRT-WTP.IMPACP158	Trauma Plate: NASPO, Impac P1, S.Threat ICW, 5x8 **1347571**	EA	1	342.00	342.00
	NASPO Contract 198469				
FRT	Shipping, Handling & Insurance **NASPO FREE FREIGHT**	EA	1		

Quoted prices do not include Sales Tax. All quoted prices are valid for 60 days from the date of the quote.

Total: 5,328.00

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	NASPO CONTRACT 198469
COMPANY NAME:	STREICHERS
CONTACT PERSON:	EDWARD MAEBEN
CONTACT EMAIL:	EDM@STREICHERS.COM

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

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

Section IV: Certification

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

Printed Name: EDWARD J. MARBEN Signature: [redacted]

Title: VP CENTRAL REGION Date: 10/27/2025

Rev. 1-2025

Participating Addendum for Body Armor and Ballistic Resistant Products between DuPage County Illinois and Safariland, LLC

This Participating Addendum is entered into by DuPage County, a political subdivision of the State of Illinois ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 198469, executed by Contractor and the State of Colorado ("Lead State") for Body Armor and Ballistic Resistant Products ("Master Agreement"):

Safariland, LLC ("Contractor")
13386 International Parkway
Jacksonville, FL 32218

I. **PARTICIPATING ADDENDUM CONTACTS.**

Contractor's contact for this Participating Addendum is:

Jaime Marini
Program Manager
Jaime.Marini@Safariland.com
904.705.1759

Participating Entity's contact for this Participating Addendum is:

Valerie Calvente
Chief Procurement Officer
valerie.calvente@dupagecounty.gov
630-407-6184

II. **TERM.** This Participating Addendum is effective as of the date of **November 11, 2025**, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. **PARTICIPATION AND USAGE.** This Participating Addendum may be used by all approved departments under the jurisdiction of DuPage County. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. DuPage County is authorized to procure services per Procurement Ordinance FI-O-0016-24 (effective November 26, 2024) and 30 ILCS 525/2 "Governmental Joint Purchasing Act".

IV. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

V. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entity.

b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entity.

c. **Contractor Partners**. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be concluded solely by written amendment hereto agreed by and between the Parties.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. **ORDERS.** Approved departments that fall under the jurisdiction of Purchasing Entity may place orders under this Participating Addendum. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. **PAYMENT.** Original invoices must be presented for payment in accordance with instructions contained on the Purchasing Entity's Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The Purchasing Entity shall pay all invoices within sixty (60) days of receipt pursuant to 50 ILCS 505, the Illinois "Local Government Prompt Payment Act". Interest on late payments shall be assessed in accordance with the requirements of the Local Government Prompt Payment Act. Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

VIII. **INDEMNIFICATION.** In addition to the indemnification requirements set forth by the Master Agreement, the Parties agree that nothing contained herein, nor within the Master Agreement, shall be construed as prohibiting the Purchasing Entity, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and reasonable expenses incurred in the Purchasing Entity's or the Contractor's defense of any such claims, actions, or suits. Further, nothing contained herein or within the Master Agreement shall be construed as constituting a waiver of the Purchasing Entity's defenses or immunities under the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

IX. **INSURANCE.** Paragraph 13.3 of the Master Agreement is modified as follows:

Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $2 million per occurrence and $2 million general aggregate; as well as Employer's liability coverage in the amount of $1 million per occurrence, accident, employee, and/or disease; Umbrella Excess Liability coverage in the amount of $2 million per occurrence; and Business Auto liability coverage in the amount of $1 million per occurrence;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.3.4 The Purchasing Entity shall be named as additional insured on all certificates of insurance required by this Section.

X. **FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

XI. **NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Jaime Marini
Program Manager
Jaime.Marini@Safariland.com
904.705.1759

For Participating Entity:

Valerie Calvente
Chief Procurement Officer
valerie.calvente@dupagecounty.gov
630-407-6184

XII. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represent and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

[redacted]

James Duncan
Printed Name

Vice President and General Manager, Global Armor
Title

October 23, 2025
Date

PARTICIPATING ENTITY:

[redacted]

Valerie Calvente
Printed Name

Chief Procurement Officer
Title

October 23, 2025
Date

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

File #: JPS-P-0055-25 **Agenda Date:** 11/18/2025 **Agenda #:** 6.G.

AWARDING RESOLUTION ISSUED TO
CDW COVERNMENT, LLC
FOR THE PURCHASE OF IT EQUIPMENT AND SUPPLIES
FOR SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT $525,000)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for IT equipment and supplies; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Omnia Partners, the County of DuPage will contract with CDW Government, LLC; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to CDW Government, LLC, FOR the purchase of IT equipment and supplies, for the period of December 1, 2025 through November 30, 2026, for Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for the purchase of IT equipment and supplies, for the period of December 1, 2025 through November 30, 2026, for Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to CDW Government, LLC, 75 Remittance Drive, Suite 1515 Chicago, IL 60674-1515, for a contract total amount not to exceed $525,000, per contract pursuant to the Omnia Contract #2024056-01.

Enacted and approved this 25th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2711	RFP, BID, QUOTE OR RENEWAL #: Omnia Contract 2024056-01	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $525,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/18/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $525,000.00
	CURRENT TERM TOTAL COST: $525,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: CDW	VENDOR #: 10667	DEPT: IT	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Meagan McKone	VENDOR CONTACT PHONE: 866-245-8102	DEPT CONTACT PHONE #: 630-407-2072	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
The Sheriff's Office IT department requests a blanket PO to purchase laptops, desktops, monitors, docking stations, toner, and other computer accessories as needed. Omnia Contract 2024056-01.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The procurement department has asked the Sheriff's Office to open a blanket purchase order for CDWG to cover our annual purchases.

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. CDW contracts with Omnia Partners providing us with lowest pricing.
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). Provide the Sheriff's Office the option to purchase IT supplies at the lowest price available. Do nothing, which would result us in doing single PO's

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: CDW	Vendor#: 10667	Dept: Sheriff's Office	Division: Budget
Attn: Meagan McKone	Email: meaganm@cdwg.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 75 Remittance Drive Suite 1515	City: Chicago	Address: 501 N County Farm Rd	City: Wheaton
State: IL	Zip: 60675-1515	State: IL	Zip: 60187
Phone: (866) 245-8102	Fax:	Phone: 630-407-2122	Fax:
Send Payments To:		*Ship to:*	
Vendor: CDW	Vendor#: 10667	Dept: Sheriff's Office	Division: IT
Attn: Meagan McKone	Email: meaganm@cdwg.com	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: 75 Remittance Drive Suite 1515	City: Chicago	Address: 501 N County Farm Rd	City: Wheaton
State: IL	Zip: 60675-1515	State: IL	Zip: 60187
Phone: (866) 245-8102	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	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		Monitors, laptops, docking stations, toner, any other computer accessories	FY26	1000	4404	52000		20,000.00	20,000.00
2	1	EA		Monitors, laptops, docking stations, toner, any other computer accessories	FY26	1000	4404	52100		350,000.00	350,000.00
3	1	EA		Monitors, laptops, docking stations, toner, any other computer accessories	FY26	1000	4404	52200		50,000.00	50,000.00
4	1	EA		Maintenance agreements, technical support, etc	FY26	1000	4404	53806		50,000.00	50,000.00
5	1	EA		IT agreements, subscriptions, etc	FY26	1000	4404	53807		55,000.00	55,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 525,000.00

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

City of Mesa

Contract # 2024056-01

for

Information Technology Solutions Products and Services

with

CDW Government LLC

Effective: July 2, 2024

The following documents comprise the executed contract between the City of Mesa, and CDW Government effective July 2, 2024:

I. City of Mesa/CDW-G Signed Contract
II. Supplier's Response to the RFP, incorporated by reference
    a. OMNIA Partners

mesa·az

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2024056
INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Ted Stallings Procurement Officer II
E-Mail	Ted.Stallings@MesaAZ.org
Phone	(480) 644-2815

With a copy to: City of Mesa – Department of Inovation and Technology
Attn: Suzanne Alberts

AND

CDW GOVERNMENT, LLC, ("Contractor")

Mailing Address	230 North Milwaukee Avenue
	Vernon Hills, IL 60061
Remit to Address	75 Remittance Drive, Suite 1515
	Chicago, IL 60675
Attention	Emily Nye
E-Mail	emily.nye@cdwg.com
Phone	973-714-0711
Attention	Chris Andreson
E-Mail	chrande@cdgw.com
Phone	847-371-7149

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 5th day of July, 2024, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued Solicitation number **2024056** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **July 2, 2024** and ending on **July 1, 2028**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

    1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of six (6) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

    1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

    1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order. Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and the City's rights therein are contained in the license agreement between such licensor(s) and the City.

2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A.** Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A,** the City will provide Contractor's personnel with adequate workspace and such other related

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: [redacted]

Edward Quedens
Printed Name

Business Services Director
Title

7/8/24 09:01 MST
Date

CDW GOVERNMENT, LLC

By: [redacted]

Dario Bertocchi
Printed Name

Vice President, Contracting Operations
Title

July 5, 2024
Date

REVIEWED BY:

By: [redacted]
Ted Stallings, CPPB
Procurement Officer II

EXHIBIT B
PRICING

					additional manufacturers/discounts	
Item #	**Product**	**Product / Group**	**Proposed Discount**	**Manufacturer Name**	**Proposed Discount**	**Manufacturer Name**
1.00	Group 1 - Systems	1) Desktops	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		2) Notebooks	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		3) Tablets	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		4) Servers (Physical and Virtual) (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
2.00	Group 2 - Input Devices	5) Keyboards	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		6) Mice	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		7) Imaging Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		8) POS Scanners	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		9) Pointing Devices	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		10) Bar Code Readers	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		11) Audio Input	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		12) Input Adapters	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		13) PC and Network Cameras	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

		14) Input Cables	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		15) Input Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
3.00	Group 3 - Output Devices	16) Displays	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		17) Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		18) Inkjet Printres	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		19) Inkjet Photo Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		20) Laser Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		21) Label Printers	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		22) Dot Matrix Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		23) Multi-Function Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		24) Wide Format Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		25) Multi-Function Inkjet Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		26) Wide Format Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		27) Fax Machine Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		28) Printer Accessories	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		29) Projectors	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		30) Projector Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple

		31) Audio Input	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		32) Video Cards	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		33) Sound Cards	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		34) Output Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		35) Printer Consumables	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
4.00	Group 4 - Memory	36) Desktop	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		37) Flash	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		38) Networking	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		39) Notebook	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		40) Printer / Fax	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		41) Server	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
5.00	Group 5 - Storage Devices	42) Adapters Fibre Channel	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		43) Adapters FireWire / USB	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		44) Adapters IDE/ATA/SATA	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		45) Adapters RAID	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		46) Adapters SCSI	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		47) Bridges & Routers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

		48) Disk Arrays	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		49) Disk Arrays JBOD	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		50) Drives Magneto-Optical	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		51) Drives Removable Disks	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		52) Fiber Channel Switches	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		53) Hard Disks - External	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		54) Hard Disks - Fibre Channel	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		55) Hard Disks - IDE/ATA/S	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		56) Hard Disks - Notebook	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		57) Hard Disks - SCSI	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		58) Networking Accessories	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		59) Optical Drives - CD-ROM	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		60) Optical Drives - CD-RW	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		61) Optical Drives - DVD-CD	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		62) Optical Drives - DVD-RW	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		63) Storage Accessories	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		64) Storage - NAS	6.00%	All Manufacturers, excluding Apple	0.50%	Apple

		65) Storage - SAN	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		66) Tape Autoloaders -AIT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		67) Tape Autoloaders - DAT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		68) Tape Autoloaders - DLT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		69) Tape Autoloaders - LTO	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		70) Tape Drives - 4mm	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		71) Tape Drives - 8mm/VXA	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		72) Tape Drives - AIT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		73) Tape Drives - DAT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		74) Tape Drives - DLT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		75) Tape Drives - LTO/Ultrium	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		76) Tape Drives SDLT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		77) Tape Drives - Travan	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
6.00	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		79) Bridges & Routers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		80) Gigabit Hubs & Swtiches	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		81) Concentrators & Multiplexers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

		82) Hardware Firewalls	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		83) Intrusion Detection	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		84) KVM	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		85) Modems	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		86) Network Test Equipment	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		87) Network Adapters	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		88) Network Cables	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		89) Network Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		90) Repeaters & Transcievers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		91) Wireless LAN Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		92) Token Authentication	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		93) 10G Fiber Optic Transceivers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		94) 1G Fiber Optic Transceivers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
7.00	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		96) Licensing Backup	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		97) Licensing Barcode/OC	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		98) Licensing Business Application	4.00%	All Manufacturers, excluding Apple	0.50%	Apple

		99) Licensing CAD/CAM	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		100) Licensing - Cloning	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		101) Licensing - Computer Services	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		102) Licensince - Database	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		103) Licensing - Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		104) Licensing - Entertainment	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		105) Licensing - Financial	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		106) Licensing - Flow Chart	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		107) Licensing - Graphic Design	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		108) Licensing - Handheld	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		109) Licensing - Network OS	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		110) Licensing - OS	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		111) Licensing - Personal Organization	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		112) Licensing - Presentation	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		113) Licensing - Reference	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		114) Licensing - Report Analysis	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		115) Licensing - Spreadhseet	4.00%	All Manufacturers, excluding Apple	0.50%	Apple

		116) Licensing - Utilities	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		117) Licensing - Warranties	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		118) Licensing - Web Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		119) Licensing - Word Processing	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		120) Software - Backup	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		121) Software - Barcode / OCR	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		122) Software - Business Application	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		123) Software - CAD/CAM	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		124) Software - Cloning	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		125) Software - Computer Services	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		126) Software - Database	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		127) Software - Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		128) Software - Entertainment	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		129) Software - Financial	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		130) Software - Flow Chart	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		131) Software - Graphic Design	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		132) Software - Handheld	4.00%	All Manufacturers, excluding Apple	0.50%	Apple

		133) Software - OS	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		134) Software - Personal Organization	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		135) Software - Presentation	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		136) Software - Reference	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		137) Software - Report Analysis	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		138) Software - Spreadsheet	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		139) Software - Utilities	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		140) Software - Warranties	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		141) Software - Web Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		142) Software - Word Processing	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
8.00	Group 8 - Media Supplies	143) Media - 4mm tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		144) Media - AIT tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		145) Media - DAT tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		146) Media - DLT tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		147) Media LTO / Ultrium tape drive	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		148) Media - Magneto - Optical	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		149) Media - Optical	6.00%	All Manufacturers, excluding Apple	0.50%	Apple

		150) Media - SLR tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		151) Media - Travan tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		152) Media - VXA tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		153) Media - zip	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
9.00	Group 9 - Collaboration & IP Telephony	154) IP phones	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		155) Video conferencing products	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		156) Monitors/TV's	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		157) Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		158) Voice gateways / servers	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		159) Headsets	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		160) Audo conferencing products	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		161) Analog phones	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		162) Accessories	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
10.00	Group 10 - Other	163) Advanced Integration	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		164) Asset Disposal	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		165) Asset Management	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		166) Cables	15.00%	All Manufacturers, excluding Apple	0.50%	Apple

		167) Cables - custom	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		168) Cables - printer	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		169) Cloud Sorage and Services (such as Azure, Amazon, Wasabi, etc.)	0.00%	All applicable Cloud providers		
		170) Complex warranties	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		171) Desktop Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		172) Display Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		173) Electronic Services	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		174) Handheld Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		175) Imaging Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		176) Imaging - Camcorders	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		177) Imaging - Digital Cameras	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		178) Intrenal Lab Service	0.00%			
		179) Lab fees	0.00%			
		180) Managed Services	0.00%			
		181) Miscellaneous solutions	0.00%			
		182) Mounting hardware for vehicles	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		183) Networking Warranties	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		184) Notebook Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		185) Notebook Batteries	5.00%	All Manufacturers, excluding Apple	0.50%	Apple

		186) PC Lab order services	0.00%			
		187) POS Accessories	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		188) POS Displays	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		189) Power Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		190) Power Surge Protection	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		191) Power UPS	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		192) Server Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		193) Service Charge	0.00%			
		194) System Components	0.00%			
		195) Training Courses	0.00%			
		196) Training Reference Manuals	0.00%			
		197) Warranties - Electronic	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		198) iPAD / Tablet Stylus	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
		199) Mouse / Wrist Pads	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		200) Security Locks and Hardware	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		201) Tools	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		203) Document Scanner Accessories	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		204) Flatbed Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		205) Mobile Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple

		206) Network Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		207) Sheetfed Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		208) Wide Format Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		209) Workgroup / Department Scanner	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		210) Build to Order Desktops	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		211) Nettop	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		212) Point of Sale	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		213) Ultra Small Form Factor	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		214) Apple / Mac Memory Upgrades	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
		215) Chips / SIMMs/SIPPs / ROMs	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		216) Computer Cases	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		217) CPUs / Fans	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		218) Membory Accessories	0.00%			
		219) Motherboards / Chassis	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		220) 1 - 2 port Serial Boards	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		221) 3+ port Serial Boards	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		222) Console Server	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

		223) Device Server	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		224) Terminal Server	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		225) Content Management	0.00%			
		226) Firewall / VPN Applicances	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		227) Multifunction Security Appliances	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		228) Network Camera Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		229) Network Cameras	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		230) Physical/Environmental Security	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		231) Security Applicance Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		232) Security Tokens	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		233) Unified Threat Management	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		234) 2-way Radios / Walkie Talkies	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		235) Apple Notebooks	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
		236) Convertible PCs / Slate PCs / iPAD	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		237) iPAD	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
		238) Slate Tablet Computers	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		239) GPS / PDA	7.50%	All Manufacturers, excluding Apple	0.50%	Apple

		240) Wireless Communication Devices	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		241) Batteries	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		242) Power Supplies / Adapters	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		243) Rackmountain Equipment	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		244) Remote Power Management	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		245) Surge Suppressors	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		246) UPS / Battery Backup	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		247) 14" & smaller LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		248) 15-19" LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		249) 15-19" Wide LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		250) 15-19" Wide LED Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		251) 20-30" LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		252) 20-30" Wide LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		253) 20-30" Wide LED Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		254) PCoIP and Zero Client Displays	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		255) Arm Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		256) Ceiling Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple

		257) Combo Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		258) Desktop Stands / Risers	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		259) Flat Wal Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		260) Mount Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		261) Pole Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		262) Stands / Carts / Feet	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		263) Tilt Wall Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		264) C-Cure Products	0.00%			
		265) Istar Products	0.00%			
		266) Information Technology/Educational Furniture	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
11.00	Group 11 - Services	**SERVICE**	**STANDARD HOURLY RATE**	**DISCOUNT FROM STANDARD RATE**		
		267) Data / Mobility Architect Consultant	See Table 3 below			
		268) Design and Analysis	See Table 3 below			
		269) Cable Technician	See Table 3 below			
		270) Configuration	See Table 3 below			
		271) Engineer	See Table 3 below			
		272) Implementation	See Table 3 below			
		273) Installation	See Table 3 below			
		274) Project Coordinator	See Table 3 below			
		275) Project Manager	See Table 3 below			
		276) Technician	See Table 3 below			
		277) Training	See Table 3 below			
		278) Maintenance & Support	See Table 3 below			

		279) Solution Architect / Consultant	See Table 3 below	
		280) Staff Augmentation Services and Support	See Table 3 below	
		281) Additional Services Offered (please list any additional services offered and applicable discount / fees on a separate page and attach)	See Table 3 below	
12.00	Group 12 - Additional Products/Services Not Identified	See Table 2 below		

CDW•G- City of MESA- Contract Pricing Structure & Management

CDW•G has conformed to the National Pricing Discount structure aligning to the table above- However, CDW•G will manage the resultant contract in accordance with CDW•G's taxonomy in tables below, which shall govern all purchases under the resultant contract - This provides complete representation of CDW•G's offerings aligned with the scope of the RFP, while maintaining continuity for the City and OMNIA PPA's under the incumbent contract.

Pricing will be applied to the resultant contract, as listed in the tables below- Table 1 is based on Discount % off CDW•G's Nationally Advertised Pricing (NAP), publicly verifiable at www.cdwg.com. Additionally, certain Groups and Products such as Cloud offerings under Group 10, Services pricing under Group 11 and Group 12 are highlighted under Table 2 and 3.

Table 1- CDWG Pricing

Category	Minimum Discount off CDW•G Advertised
Accessories (A)	7.50%
Power, Cooling & Racks (B)	5.00%
Desktop Computers (C)	3.25%
Data Storage/Drives (D)	6.00%
Enterprise Storage (E)	6.00%
Point of Sale/Data Capture (F)	4.25%
Servers & Server Management (H)	5.00%
Services (CDW Delivered) (J)*	0.00%
Notebook/Mobile Devices (L)	4.00%
Chromebooks (CBK)	0.00%
NetComm Products (N)	7.00%

Carts and Furniture (O)	6.00%
Printing & Document Scanning (P)	3.00%
Services (Partner Delivered) (Q)*	5.00%
Client Configure-to-Order (R)	3.25%
Software (S)	4.00%
Collaboration Hardware (T)	6.00%
Video & Audio (V)	5.00%
Cables (W)	15.00%
Apple (All Categories)	0.50%

CDW•G is pleased to offer the City of Mesa and OMNIA Partners Participating Public Agencies ("PPA") a discount off CDW•G Nationally Advertised Pricing (NAP) structure.

Cloud offerings are constantly evolving and increasingly complex, with a range of subscription and consumption-based offerings, SaaS, IaaS, PaaS, among others. CDW•G's pricing is based on Discount 0% off MSRP where available to CDW•G. In cases where MSRP pricing is not available and/or the offering is unique, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility, to enable the City of Mesa and OMNIA Partners Participating Public Agencies to make purchases offerings, as cloud offerings evolve, through life of our contract.

The City of Mesa and OMNIA Partners Participating Public Agencies acknowledge that CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, City of Mesa, OMNIA Partners, and Participating Public Agencies rely only on the Cloud Service.

Provider's service descriptions and the terms and conditions set forth in the Cloud Provider's Services Terms and Conditions. Accordingly, City of Mesa and OMNIA Partners shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and City of Mesa, OMNIA Partners, and its members/participating entities, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offering.

CDW•G will provide Customer with a discount as a percentage off of CDW•G's Nationally Advertised Price (NAP) for the CDW•G defined Product Categories listed above, provided that Customer references this Agreement when placing an order with CDW•G.

Prices include lowest ground freight within the 48 contiguous United States when referencing this Agreement. All orders are subject to CDW•G's standard shipping policies in effect at the time of order placement. In those instances that call for express or overnight delivery, shipping costs will be pre-paid by CDW•G and added to the customer invoice.

Clarifications
*These are services tied to CDW•G internal taxonomy J and Q, which includes subset of offerings such as configurations, warranty, and specific installation services, and are not subject to a Statement of Work. These do not include the services broken out in the individual tabs, including other professional services, which require a mutually executed Statement of Work between CDW•G and Customer.

Table 2

For group 12, specialized offerings not specifically contemplated under this RFP but existing under the scope of Technology offerings, CDW•G and OMNIA PPA will mutually agree upon/execute document, such as a Statement of Work (SOW), and pricing will be based on CDW•G invoice.

Table 3

For Services under Group 11, we have included rate cards with hourly rates/services pricing for the following categories:

Digital Velocity Services
ServiceNow Services
Amplified IT Services
Staff Augmentation Services
Managed Services
Other Professional Services

For all hourly rates proposed by CDW•G in this pricing file and contained within our proposal, our offer is contingent on a 5% year over year escalation, on the contract's annual anniversary date, which will act as a not to exceed rate. Given the timespan between submission and official award and contract start dates, CDW•G reserves the right to impose up to an additional, one-time 5% increase in the first year of this agreement on or after May 1, 2024 to ensure alignment with standard rate adjustments.

CDW•G has been very successful in managing labor rates during unstable market conditions including taking advantage of our vast in-house, in-market resources and certified, approved subcontract pool while also leveraging remote services, where practical and applicable. During the contract term, CDW•G reserves the right to propose changes to labor rate categories to reflect extraordinary market conditions which might impact labor rates and present to City of Mesa and OMNIA Partners for review and approval. City of Mesa and OMNIA Partners will review and approve such rates through a mutually agreed upon amendment no later than 30 calendar days upon presentation.

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW at the end of Tab E in our response.

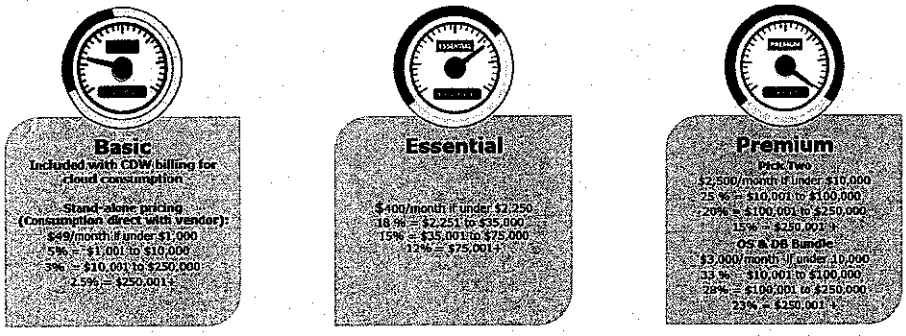
For any service engagement, if there are applicable Travel and Expenses (T&E) charges, they will be agreed and mutually executed upon in a comprehensive Statement of Work. However, CDW•G will utilize its national footprint of service providers and in-market engineers. We also utilize remote technologies and services where applicable to mitigate such expenses.

Digital Velocity Services	
Role	Hourly Rate
DVS F-CTO	$350.00
DVS Digital Strategy Consultant	$305.00
DVS Digital Product Strategist	$270.00
DVS Principal Engineer/Tech Lead	$350.00
DVS Architect	$300.00
DVS Senior Engineer	$250.00
DVS Engineer	$225.00
DVS Associate Engineer	$200.00
DVS Program Manager	$245.00
DVS Sr. Technical Project Manager	$230.00
DVS Technical Project Manager	$205.00
DVS Project Coordinator	$165.00

ServiceNow Solutions Services	
Role	Hourly Rate
ServiceNow Associate Project Manager	$165.00
ServiceNow Associate Consulting Engineer	$170.00
ServiceNow Engagement Manager	$235.00
ServiceNow Business Process Consultant	$255.00
ServiceNow Principal Consultant	$275.00
ServiceNow Organizational Change Management Consultant	$275.00
ServiceNow Integration Expert	$250.00
ServiceNow Quality Assurance Expert	$200.00
ServiceNow Solution Architect	$255.00
ServiceNow Technical Consultant/Developer	$220.00
ServiceNow Trainer	$235.00

Managed Services	
Managed Service Basic/Essential/Premium Support for AWS, GCP, and AZURE	Monthly Price* Fees are based on a percentage of the customer's actual consumption of AWS, GCP, Azure services
Basic Service - $0 to 10K	As Invoiced
Basic Service - $10K to $250K	As Invoiced
Basic Service - $250K+	As Invoiced
Essential Service - $0 to $35K	As Invoiced
Essential Service - $35 to $75K	As Invoiced
Essential Service - $75K+	As Invoiced

Premium Service - $0 to $100K	As Invoiced
Premium Service - $100K to $250K	As Invoiced
Premium Service - $250K+	As Invoiced
*If CDW•G is billing the customer for Basic consumption, no pricing uplift is applied.	



PERCENTAGE BASED ON MONTHLY CLOUD CONSUMPTION

The offered pricing discount below applies to a la carte and bundle packages of Gopher applications.

Amplified IT SaaS Offerings*	
Option	Discount off MSRP
Gopher products	2%
Little SIS	2%

SaaS items are priced at a 2% Discount off MSRP. Amplified IT MSRP can be found at the following link: https://www.amplifiedit.com/msrp/

Amplified Services	
Google for Educations (GFE)	
Option	Discount off MSRP
GFE Audit - K-12	2%
GFE Audit - Higher Ed	2%
GFE KickStart Package	2%
GFE Support - Support Hours	2%
GFE Support - 20 Support Hours	2%
GFE Support - 40 Support Hours	2%
GFE Support - Adhoc Support Hours	2%
North American GFE Technical Collaborative	2%
GFE Training/Consultancy - Full Day Onsite	2%
GFE Chrome Checkup	2%
Amplified IT Training	
Option	Discount off MSRP
Amplified IT Admin Level 1 Certification Training - Self-Paced	2%
Amplified IT Admin Level 2 Certification Training - Self-Paced	2%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	2%
Amplified IT Admin Security Bundle	2%

These services are available to education entities only.

Staff Augmentation Services			
Role	Standard	Mid-Level	Senior
Infrastructure Architects	$170.00	$180.00	$195.00
Solutions Architects	$175.00	$195.00	$215.00
Site Reliability Engineers	$185.00	$195.00	$205.00
Network Administrators	$100.00	$115.00	$125.00

Network Engineers	$135.00	$150.00	$165.00
Network BAs/BSAs	$130.00	$135.00	$140.00
Systems Administrators	$115.00	$130.00	$145.00
Systems Engineers	$140.00	$155.00	$170.00
Systems BAs/BSAs	$135.00	$145.00	$155.00
Storage Engineers	$165.00	$160.00	$195.00
Virtualization Engineers	$135.00	$155.00	$180.00
Salesforce Administrators	$125.00	$155.00	$185.00
Salesforce Engineers	$175.00	$195.00	$215.00
Salesforce Developers	$165.00	$175.00	$185.00
ServiceNow Administrators	$155.00	$165.00	$175.00
ServiceNow Engineers	$165.00	$180.00	$195.00
ServiceNow Developers	$150.00	$165.00	$180.00
SolarWinds Engineers	$165.00	$180.00	$205.00
AWS Engineers	$185.00	$205.00	$225.00
AWS Developers	$170.00	$175.00	$180.00
Azure Engineers	$180.00	$195.00	$215.00
Azure Developers	$135.00	$145.00	$160.00
GCP Engineers	$200.00	$235.00	$265.00
GCP Developers	$200.00	$235.00	$265.00
Front-end Developers	$165.00	$170.00	$175.00
Back-end Developers	$170.00	$180.00	$185.00
Scala Developers	$200.00	$215.00	$225.00
Project Managers	$135.00	$150.00	$165.00
Scrum Masters	$165.00	$180.00	$195.00
DevOps Engineers	$165.00	$175.00	$190.00
Software Development Engineer in Test	$170.00	$180.00	$195.00
InfoSec Analysts	$145.00	$160.00	$175.00
Quality Assurance Analysts	$140.00	$150.00	$160.00
Quality Assurance Engineers	$140.00	$150.00	$160.00

Managed Services Application	
Item	Rate
Microsoft System Center Configuration Manager (SCCM) - Gold	$517.50
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	$545.10
DHCP Support add to MS AD above	$155.94
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	$828.00
Microsoft Active Directory - Large Environment 21+ DCs - Gold	$1,587.00
Microsoft Active Directory Federation Services (ADFS) - Gold	$745.20
Mimix/iTERA for iSeries - Gold (Priced PER "a" and "b" side)	$207.00

Managed Services Backup	
Item	Rate
IBM Tivoli Storage Manager Gold	$2,070.00
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	$1,138.50
Cohesity RMS SM: 1-250 VMs - Gold	$1,138.50
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	$1,656.00
Commvault RMS Backup Environment Large: 601-1000 VMs - Gold	$2,070.00
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	$2,622.00
Veeam RMS SM: 1-250 VMs - Gold	$1,138.50
Veeam RMS Med: 251-600 VMs - Gold	$1,656.00
Veeam RMS Lrg: 601-1000 VMs - Gold	$2,070.00
Veeam RMS XL: 1000+ VMs - Gold	$2,622.00
EMC Avamar RMS SM: 1-250 VMs - Gold	$1,138.50
EMC Avamar RMS Med: 251-600 VMs - Gold	$1,656.00
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	$2,070.00
EMC Avamar RMS XL: 1000 VMs - Gold	$2,622.00

EMC Data Domain - Gold	$2,070.00
Microsoft System Center DPM - SM <100 - Gold	$1,656.00
Microsoft System Center DPM - Med 100 - 500 - Gold	$2,070.00
Microsoft System Center DPM - Lrg >500 Gold	$2,622.00
Microsoft System Center DPM - XL - Gold	$3,312.00

Managed Services OS	
Item	Rate
Windows - Gold	77.63 O/S
Linux O/S (Red Hat/SUSE) - Gold	$155.94
AIX O/S - Gold	$295.32
IBM System I - Gold	$1,242.00

Managed Services Security	
Item	Rate
Cisco ASA - Gold	$560.28
Cisco Firepower Services (Per Sensor) - Gold	$313.26
Cisco Firepower Threat Defense - Gold	$614.10
Palo Alto Firewall wo Panorama - Gold	$523.02
Palo Alto Firewall w Panorama - Gold	$523.02
Palo Alto Panorama - Gold	$253.92
Cisco Identity Services Engine (ISE) - Gold	$513.87
Fortinet Firewall wo FortiManager – Gold	$523.02
Fortinet Firewall w FortiManager – Gold	$523.02
Fortinet FortiManager – Gold	$253.92
Fortinet FortiAnalyzer – Gold	$77.28
Cisco Umbrella - Gold (Per User)	$0.84

Managed Services Virtualization	
Item	Rate
VMware ESXi - Gold	$200.10
Nutanix AHV - Gold	$200.10
Microsoft Hyper-V - Gold	$200.10

Managed Services Storage	
Item	Rate
Controller: IBM Storage Virtualization (priced per controller) - Gold	$1,035.00
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	$16.56
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	$2.21
SAN Switch - Gold	$227.70
Controller: NetApp (Priced per controller) - Gold	$1,035.00
Controller: EMC (Priced per controller) - Gold	$1,035.00
Controller: IBM (Priced per controller) - Gold	$1,035.00

Managed Services UC	
Item	Rate
Call Control: Cisco Analog Voice Gateway- Gold	$18.63
Call Control: Cisco CUCM/IM&P Server - Gold	$517.50
Call Control: Cisco Unity Connection (UCONN) - Gold	$379.50
Call Control: Cisco Voice Gateway - Gold	$69.00
Call Control: Cisco Business Edition 6000 Lifeline - Gold	$772.39
Call Control: Cisco Attendant Console (CUxAC) - Gold	$517.50
Call Control: VistaPoint Attendant Console - Gold	$517.50

Call Control: Cisco Call Manager Express - Gold	$172.50
Call Control: Cisco Unified Border Element (CUBE) - Gold	$172.50
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	$138.00
Call Control: Cisco Prime Collaboration Deployment - Gold	$138.00
911: Cisco Emergency Responder (CER) - Gold	$379.50
Voice Mail: Cisco Unity Express - Gold	$172.50
Notification: InformaCast from Singlewire - Gold	$379.50
Call Experience Testing - 2CPH - Gold	$472.10

Managed Services Contact Center	
Item	Rate
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	$450.00
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold (Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server, Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger, and Peripheral Gateway (PG).)	$434.70
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	$434.70
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	$386.40
Contact Center: Virtualized Voice Browser (VVB) - Gold	$103.50
Contact Center: UCC Express (UCCX) / Finesse - Gold (Contact Center Express, Cisco Finesse, or IPIVR/VRU)	$434.70
Contact Center: Cisco Unified Intelligence Center - Gold	$432.54
Contact Center: SocialMiner - Gold	$434.70

Contact Center: 2Ring Dashboards and Wallboards - Gold	$434.70
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	$434.70
Contact Center: Enterprise Chat and Email (ECE) - Gold	$434.70
Contact Center: eGain Analytics - Gold	$386.40
Contact Center: ESNA Cloudlink - Gold	$138.00
CVP: CVP Operations Console - Gold	$386.40
CVP: SIP Proxy (CUSP) - Gold	$193.10
CVP: Ingress Gateway - Gold	$103.50
CVP: VXML Gateway - Gold	$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	$138.00

Managed Services UC Video	
Item	Rate
Cisco WebEx Meetings Server (CWMS) - Gold	$379.50
Cisco WebEx Cloud Connected Audio - Gold	$424.81
Cisco Meeting Place Express - Gold	$379.50
UC Video: Cisco Meeting Server (CMS) - Gold	$207.00
UC Video: Cisco Meeting Manager (CMM) - Gold	$207.00
UC Video: Cisco Telepresence Content Server - Gold	$379.50
UC Video: Expressway-C / Expressway-E - Gold	$207.00
UC Video: Telepresense Management Suite (TMS) - Gold	$517.50
Cisco Webex Hybrid Directory Connector - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	$207.00
UC Video: MSE Chassis - Gold	$138.00
UC Video: MCU MSE Blade - Gold	$103.50
UC Video: Gateway (GW) MSE Blade - Gold	$103.50

UC Video: Endpoint Management - Gold	$69.00
UC Video: Telepresense Server Blade - Gold	$103.50
UC Video: Telepresense MCU - Gold	$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	$138.00

Managed Additional Services	
Item	Rate
Managed Services Engineering and Consulting	$240.00

These rates are subject to re-evaluation after the initial contract base term.
Time and materials support - out of scope services
Hourly price is $240
Recurring services are subject to monthly minimum fees and time and materials support is subject to additional terms
Unscheduled after hours support is 2x hourly rate with a 2 hour minimum requirement
Managed Services Application requires a specific Statement of Work executed between the customer and CDW•G.

Other Professional Services	
Role	Hourly Rate
Associate Consulting Engineer	$175.00
Consulting Engineer	$215.00
Senior Consulting Engineer	$225.00
Technical Lead / Principal Consulting Engineer	$255.00
Enterprise Consulting Architect	$255.00
Business Consulting Analyst	$245.00
Project Administrator	$165.00
Project Manager	$210.00
Senior Project Manager	$215.00
Enterprise Project Manager, PMO Lead	$230.00
Program Manager	$230.00
Technical Architect	$350.00
Incident Responder/Forensic Analyst	$350.00

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	CDW Government LLC
CONTACT PERSON:	Thomas Sanders, Account Representative
CONTACT EMAIL:	thomas.sanders@cdwg.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ❑ Yes
- ☒ No

If “Yes”, complete the required information in the table below.

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

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

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

- ❑ Yes
- ☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

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

Section IV: Certification

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

Printed Name: Jeff Hagen Signature: [redacted]

Title: Manager Vetting Date: 10/30/2025

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

File #: JPS-P-0056-25 **Agenda Date:** 11/18/2025 **Agenda #:** 6.H.

AWARDING RESOLUTION ISSUED TO
HEARTLAND BUSINESS SYSTEMS
FOR THE PURCHASE OF IT EQUIPMENT AND SUPPLIES
FOR SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT $650,000)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for the purchase of IT equipment and supplies; and

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Heartland Business Systems, FOR the purchase of IT equipment and supplies, for the period of December 1, 2025 through November 30, 2026, for Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for the purchase of IT equipment and supplies, for the period of December 1, 2025 through November 30, 2026, for Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Heartland Business Systems, 5400 Patton Drive Suite 4B Lisle, IL 60532, for a contract total amount not to exceed $650,000, per contract pursuant to the TIPS Contract #220105.

Enacted and approved this 25th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2712	RFP, BID, QUOTE OR RENEWAL #: TIPS Contract# 220105	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $650,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/18/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $650,000.00
	CURRENT TERM TOTAL COST: $650,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Heatland Business Systems	VENDOR #: 30498	DEPT: IT	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Mike Carroll	VENDOR CONTACT PHONE: 608-444-7994	DEPT CONTACT PHONE #: 630-407-2072	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: mcarroll@hbs.net	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
The Sheriff's Office IT department requests a blanket PO to purchase renewal, software, laptops, desktops, monitors, docking stations, and other computer accessories as needed. TIPS contract 220105.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The procurement department has asked the Sheriff's Office to open a blanket purchase order for HBS to cover our annual purchases.

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. HSB contracts with TIPS contract 220105, providing us with lowest pricing.
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). Provide the Sheriff's Office the option to purchase IT supplies at the lowest price available. Do nothing, which would result us in doing single PO's

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Heatland Business Systems	Vendor#: 30498	Dept: Sheriff's Office	Division: Budget
Attn: Mike Carroll	Email: mcarroll@hbs.net	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 5400 Patton Drive Suite 4B	City: Lisle	Address: 501 N County Farm Rd	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone: 608-444-7994	Fax:	Phone: 630-407-2122	Fax:
Send Payments To:		*Ship to:*	
Vendor: Heatland Business Systems	Vendor#: 30498	Dept: Sheriff's Office	Division: IT
Attn: Mike Carroll	Email: mcarroll@hbs.net	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: 5400 Patton Drive Suite 4B	City: Lisle	Address: 501 N County Farm Rd	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone: 608-444-7994	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	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		Monitors, laptops, docking stations, toner, any other computer accessories	FY26	1000	4404	52000		40,000.00	40,000.00
2	1	EA		Monitors, laptops, docking stations, toner, any other computer accessories	FY26	1000	4404	52100		75,000.00	75,000.00
3	1	EA		Monitors, laptops, docking stations, toner, any other computer accessories	FY26	1000	4404	52200		50,000.00	50,000.00
4	1	EA		HBS Actual Hourly Labor Rate	FY26	1000	4404	53020		200,000.00	200,000.00
5	1	EA		IT agreements, subscriptions, etc	FY26	1000	4404	53807		285,000.00	285,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 650,000.00

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

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Heartland Business Systems, LLC
CONTACT PERSON:	Jonathan Groh, Staff Attorney
CONTACT EMAIL:	legal@hbs.net

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

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

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

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

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

- ☐ Yes
- ☑ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

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

Section IV: Certification

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

Printed Name: Jonathan Groh

Signature: [redacted]

Title: Staff Attorney

Date: October 17, 2025

Printed 30 November 2023

www.hbs.net

Heartland Business Systems LLC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

PAYMENT TO	
ADDRESS	1700 Stephen Street
CITY	Little Chute
STATE	WI
ZIP	54140

TIPS CONTACT	
NAME	Charlie Martin
PHONE	(866) 839-8477
FAX	(866) 839-8472
EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AZ | AR | IL | IA | KS | MI | MN | MO | NE | OK | TX | WI

Overview

HBS provides complete, local, end-to-end technology solutions. We assist with any technology need, solve problems, and exceed expectations. At every level of the company, we are committed to providing high-quality services to each of our clients. With multiple locations in the Midwest, HBS serves commercial, public sector and small to medium business with results-driven information technology services. Everything we do is to help clients achieve their full potential. We are committed to developing long-term trusting relationships with clients large or small, across all industries. We help clients achieve their full potential by providing end-to-end customized technology solutions backed by a local team of highly skilled experts.

AWARDED CONTRACTS "View EDGAR Doc" on Website

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

CONTACTS BY CONTRACTS

220105

Brad Ellingsworth	General Manager -	(417) 343-0265	bellingsworth@hbs.net
Jennifer Bricker	Solutions Consultant	(870) 530-1444	jbricker@hbs.net

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

File #: JPS-P-0057-25 **Agenda Date:** 11/18/2025 **Agenda #:** 6.I.

AWARDING RESOLUTION ISSUED TO
AMERICAN INFRASTRUCTURE & TOWER, LLC
TO PROVIDE PREVENTATIVE MAINTENACE FOR DIGITAL RADIO EQUIPMENT
FOR SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT $252,676)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Judicial & Public Safety Committee recommends County Board approval for the issuance of a contract to American Infrastructure & Tower LLC, to provide preventative maintenance for digital radio equipment, for the period of December 1, 2025 through November 30, 2026, for Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide preventative maintenance for digital radio equipment, for the period of December 1, 2025 through November 30, 2026, for Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to American Infrastructure & Tower LLC, 585 Aztec Dr Carol Stream, IL 60188, for a contract total amount not to exceed $252,676, per lowest responsible bid #25-102-SHF.

Enacted and approved this 25th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2714	RFP, BID, QUOTE OR RENEWAL #: 25-102-SHF	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $252,676.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/18/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $1,010,704.00
	CURRENT TERM TOTAL COST: $252,676.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: American Infrastructure & Tower LLC	VENDOR #:	DEPT: Sheriff	DEPT CONTACT NAME: Dan Bilodeau
VENDOR CONTACT: William Steele	VENDOR CONTACT PHONE: 309-798-8110	DEPT CONTACT PHONE #: 630-407-2402	DEPT CONTACT EMAIL: dan.bilodeau@dupagesheriff.org
VENDOR CONTACT EMAIL: ws@aitconstruction.com	VENDOR WEBSITE: https://aitconstruction.com/	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Preventative maintenance and upkeep for digital radio equipment at multiple sites within the County. Vendor selected via bid through procurement.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Maintenance required for continued emergency communications

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.
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.

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: American Infrastructure & Tower LLC	Vendor#:	Dept: Sheriff	Division: Budget
Attn: William Steele	Email: ws@aitconstruction.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 585 Aztec Dr	City: Carol Stream	Address: 501 N County Farm Rd	City: Wheaton
State: IL	Zip: 60188	State: IL	Zip: 60187
Phone: 309-798-8110	Fax:	Phone: 630-407-2212	Fax:
Send Payments To:		*Ship to:*	
Vendor: American Infrastructure & Tower LLC	Vendor#:	Dept:	Division:
Attn: William Steele	Email: ws@aitconstruction.com	Attn:	Email:
Address: 585 Aztec Dr	City: Carol Stream	Address:	City:
State: IL	Zip: 60188	State:	Zip:
Phone: 309-798-8110	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	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	12	EA		Monthly preventative maintenance	FY26	1000	4401	53370		11,723.00	140,676.00
2	1	EA		Parts Markup from contractors cost	FY26	1000	4401	53370		112,000.00	112,000.00
FY is required, ensure the correct FY is selected.									Requisition Total	$	252,676.00

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

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-102-SHF
COMPANY NAME:	American Infrastructure & Tower LLC
CONTACT PERSON:	William Steele
CONTACT EMAIL:	ws@aitconstruction.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

If “Yes”, complete the required information in the table below.

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

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

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

- ❑ Yes
- ☑ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

Ethics | DuPage Co, IL

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

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

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

Printed Name: William Steele _____ Signature: __[redacted]_____

Title: President _____ Date: October 21, 2025 _____

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-102-SHF
COMPANY NAME:	AMERICAN INFRASTRUCTURE & TOWER LLC
CONTACT PERSON:	William Steele
CONTACT EMAIL:	ws@aitconstruction.com

Section II: Pricing

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
PREVENTATIVE MAINTENANCE					
1	Monthly Preventative Maintenance	MO	12	$ 11,723	$ 140,676
LABOR RATES FOR SERVICES					
2	Monday- Friday	HR	1	$	$
	Charge	HR	1	$	$

See attached page for Labor Rates for Services

NO	ITEM	EST QTY	MARK-UP or DISCOUNT	EXTENDED PRICE
PARTS MARKUP				
6	Parts Markup from Contractors Cost: $100,000.00 of Markup (The Contractor must provide OEM/Part source invoices). Example: $100,000.00 x 10% Markup = $110,000.00	$100,000.00	12 %	$ 112,000
			GRAND TOTAL	$ 252,676
GRAND TOTAL (in words)	Two-hundred fifty-two thousand six-hundred seventy-six dollars			

Section II: Pricing (continued)

LABOR RATES FOR SERVICES

ITEM	UOM	QTY	PRICE ($) WITHOUT TOWER CLIMBING OR LIFT	PRICE ($) WITH TOWER CREW
Monday-Friday	HR	1	191	350
Saturday	HR	1	206	400
Sundays & Holidays	HR	1	230	490
Scheduled Mobilization	EA	1	85	255
Unscheduled (Emergency) Call Out Mobilization	EA	1	200	350
Boom Lift or similar specialty access equipment (necessary to access antennas on water towers & possibly rooftops). *Fee not applicable to annual inspections detailed in SOW*	EA	1	Not Applicable	Cost + 10% Mark Up *Contractor to supply rental invoices*

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Printed Name: William Steele Signature: [redacted]

Title: President Date: 10/19/2025

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

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	25-102-SHF
COMPANY NAME:	American Infrastructure & Tower LLC
MAIN ADDRESS:	585 Aztec Dr
CITY, STATE, ZIP CODE:	Carol Stream, IL 60188
TELPHONE NO.:	309-798-8110
BID CONTACT PERSON:	William Steele
CONTACT EMAIL:	ws@aitconstruction.com

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	American Infrastructure & Tower LLC	NAME:	American Infrastructure & Tower LLC
CONTACT:	William Steele	CONTACT:	William Steele
ADDRESS:	585 Aztec Dr.	ADDRESS:	585 Aztec Dr.
CITY, ST., ZIP:	Carol Stream, IL 60188	CITY, ST., ZIP:	Carol Stream, IL 60188
PHONE NO.:	309-798-8110	PHONE NO.:	309-798-8110
EMAIL:	ws@aitconstruction.com	EMAIL:	ws@aitconstruction.com

Section III: Certification

The undersigned certifies that they are:

☑ The Owner or Sole Proprietor	❒ A Member authorized to sign on behalf of the Partnership	❒ An Officer of the Corporation	❒ A Member of the Joint Venture

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

William Steele
(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

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

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

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

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

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

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

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

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

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Printed Name: William Steele

Signature: [redacted]

Title: President

Date: 10/19/2025

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
PREVENTIVE MAINTENANCE OF FIXED STATION EQUIPMENT
25-102-SHF
BID TABULATION

✓

				American Infrastructure & Tower LLC	
NO.	ITEM	UOM	QTY	**PRICE**	**EXTENDED PRICE**
1	Monthly Preventative Maintenance	MO	12	**$ 11,723.00**	**$ 140,676.00**

NO.	ITEM	EST QTY	MARK-UP or DISCOUNT	EXTENDED PRICE
2	Parts Markup from Contractors Cost: $100,000.00 of Markup	$100,000	**12%**	**$ 112,000.00**
			GRAND TOTAL	**$ 252,676.00**

NOTES

Bid Opening 10/24/25 @ 2:30 PM	DW,SR
Invitations Sent	25
Total Vendors Requesting Documents	2
Total Bid Responses	1

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

File #: JPS-P-0058-25 **Agenda Date:** 11/18/2025 **Agenda #:** 6.J.

AWARDING RESOLUTION ISSUED TO
JOURNAL TECHNOLOGIES, INC.,
FOR A CASE MANAGEMENT SYSTEM AND
MONTHLY STORAGE COSTS AND UPGRADES
FOR THE PUBLIC DEFENDER'S OFFICE
(CONTRACT TOTAL AMOUNT $270,976)

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 and upgrades, for the period of December 1, 2025 through November 30, 2026, for the Public Defender's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract for a case management system and monthly storage costs and upgrades, for the period of December 1, 2025 through November 30, 2026, for the Public Defender's Office, per renewal of 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 $270,976.

Enacted and approved this 25th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2720	RFP, BID, QUOTE OR RENEWAL #: 17-143-BF	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $270,976.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/18/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: $270,976.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		*Department Information*	
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 #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Renewal - Case Management System #17-143-BF

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Provide Licenses, Maintenance, hosting, storage and upgrades to or our Case Management System.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	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.

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: 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
Send Payments To:		*Ship to:*	
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
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	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		Annual License Maintenance and Hosting Fee	FY26	1000	6300	53807		188,976.00	188,976.00
2	1	EA		Monthly Storage	FY26	1000	6300	53807		78,000.00	78,000.00
3	1	EA		Upgrades to our system that allow for better case joinder functionality	FY26	1000	6300	53807		4,000.00	4,000.00

FY is required, ensure the correct FY is selected. Requisition Total $ 270,976.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Please do not encumber line 2 monthly storage and line 3 for integration of icon in eDefender
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. 1st allowed invoice date of 12/1/2025.
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.

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 provided 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 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, 50th 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:

By: Signature on file Date: 11/20/17

Printed Name and Title: Gerald L. Salzman, President

COUNTY OF DUPAGE:

By: Signature on file Date: 11/20/17

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

Attest:

By: Signature on file

~~Paul Hinds, County Clerk~~ Notary Public

Witnessed and Affirmed this 20th day of November, 2017

"OFFICIAL SEAL"
Melissa S. Buckardt
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 05/18/18

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

USER GROUPS*	Users	Annual License, Maintenance and Support Fees	
		Per User	For Group
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.

		Estimated Annual Hosting Fees	
USER GROUPS*	Users	Per User	For Group
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.

June 05, 2025

Nicole Yarman
DuPage Public Defender's Office
Wheaton, IL 60187

Delivered via email to Nicole.Yarman@dupagecounty.gov

Re: Renewal Cost Estimate for License Maintenance & Hosting Fee for 98 Licenses (82 type A + 16 type B).

Hi Nicole,

Journal Technologies would like to take this opportunity to present you with a cost estimate for eDefender licenses maintenance & support and hosting fee for the renewal term of **12/01/2025 – 11/30/2026.**

	Users	Cost/Lic.	CPI Increase	Total
License Fee				
Tier 1	50	$1,000.00	1.24	62,000.00
Tier 2	48	$800.00	1.24	47,616.00
Hosting Fee				
Tier 1	50	$800.00	1.24	49,600.00
Tier 2	48	$500.00	1.24	29,760.00
				$188,976.00

The figures above are based on the current CPI change; they might change subject to CPI change when we generate invoice some time in October/November 2025.

Thank you and we appreciate your continued partnership with JTI.

Sincerely,

[redacted]

Adnan Thanwey
Senior Accountant

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Journal Technologies, Inc.
CONTACT PERSON:	Brian Cardile, Corporate Secretary
CONTACT EMAIL:	bcardile@journaltech.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

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

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

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

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

- ☐ Yes
- ☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

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

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Section IV: Certification

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

Printed Name: Brian Cardile Signature: [redacted]

Title: Corporate Secretary Date: 11/4/2025

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

File #: JPS-P-0059-25 **Agenda Date:** 11/18/2025 **Agenda #:** 6.K.

AWARDING RESOLUTION ISSUED TO
VIZOCOM ICT, LLC
FOR THE PURHASE OF NITRILE GLOVES
FOR SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT $14,750)

WHEREAS, bids have been taken and processed 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 Vizocom ICT, LLC, for the purchase of nitrile gloves, for the period of November 1, 2025 through November 30, 2025, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract for the purchase of nitrile gloves, for the period of November 1, 2025 through November 30, 2026, for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Vizocom ICT, LLC, 860 Jamacha Road Ste 206 El Cajon, CA 92019, for a contract total amount not to exceed $14,750, per lowest responsible bid/invoice #15763.

Enacted and approved 25th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2783	RFP, BID, QUOTE OR RENEWAL #: Quote	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $17,160.00
COMMITTEE:	TARGET COMMITTEE DATE: 11/18/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $31,910.00
	CURRENT TERM TOTAL COST: $14,750.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Vizocom ICT LLC	VENDOR #: 40365	DEPT: Sheriff's Office	DEPT CONTACT NAME: Ivan Garza
VENDOR CONTACT:	VENDOR CONTACT PHONE: 619-935-6980	DEPT CONTACT PHONE #:	DEPT CONTACT EMAIL:
VENDOR CONTACT EMAIL: finance@vizocom	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Purchase of gloves for Sheriff's Office. Quote received for 6 mil.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Higher specifications are needed for jail.

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.
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.

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Vizocom	Vendor#: 40365	Dept: Sheriff's Office	Division:
Attn: Finance	Email: finance@vizocom.com	Attn: Colleen Zbilski	Email:
Address: 860 Jamacha Road, STE 206	City: El Cajon	Address: 501 N. County Farm Road	City: Wheaton
State: CA	Zip: 92019	State: IL	Zip: 60187
Phone: 619-350-6980	Fax:	Phone: x2122	Fax:
Send Payments To:		*Ship to:*	
Vendor: Same	Vendor#:	Dept: Same	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): 11/01/2025	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		Gloves (Nitrile)	FY25	1000	4400	52200		14,750.00	14,750.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 14,750.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. This contract purchase order is for Nitrile Gloves not to exceed $14,750.00.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Do not send to vendor. Send PO to Colleen and Dan.
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.

Vizocom ICT LLC
860 Jamacha Rd., Ste 206
El Cajon, CA 92019
+16193506980
finance@vizocom.com

INVOICE

BILL TO
DuPage County Sheriff's Office
Colleen Zbilski
501 N County Farm Rd
Wheaton, Illinois 60187
United States

SHIP TO
DuPage County Sheriff's Office
Ivan Garza
501 N County Farm Rd
Wheaton, Illinois 60187
United States

INVOICE # 15763
DATE 11/05/2025

SHIP DATE	SHIP VIA	TRACKING NO.	PO #
11/05/2025	Others	17078935	4400-JP07312025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	MG-SB26B-S	Aurelia 6 Mil black Nitrile Powder-Free Exam Gloves (MG-SB26B) - S	25	74.00	1,850.00
	MG-SB26B-M	Aurelia 6 Mil black Nitrile Powder-Free Exam Gloves (MG-SB26B) - M	25	74.00	1,850.00
	MG-SB26B-L	Aurelia 6 Mil black Nitrile Powder-Free Exam Gloves (MG-SB26B) - L	135	74.00	9,990.00
	MG-SB26B-XL	Aurelia 6 Mil black Nitrile Powder-Free Exam Gloves (MG-SB26B) - XL	135	74.00	9,990.00
	MG-SB26B-XXL	Aurelia 6 Mil black Nitrile Powder-Free Exam Gloves (MG-SB26B) - XXL	25	74.00	1,850.00
	NPP-FM-1	KN95 Mask - 1,200 pcs (NPP-FM-1)	1	300.00	300.00
	DiscountItem	Discount on Aurelia 6 Mil	1	-799.9992	-800.00

Please reply to this email to confirm that you have received the invoice and that the details are correct. If you are not the right person to handle this invoice, please let us know who we should contact instead.

Zelle Account: finance@vizocom.com
Bank details for ACH payment:
Account Name: Vizocom ICT LLC
Bank Name: Bank of America
Routing/ABA#:121000358
Account #:325162033399

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		black Nitrile Powder-Free Exam Gloves (MG-SB26B) - S			
	DiscountItem	Discount on Aurelia 6 Mil black Nitrile Powder-Free Exam Gloves (MG-SB26B) - M	1	-799.9992	-800.00
	DiscountItem	Discount on Aurelia 6 Mil black Nitrile Powder-Free Exam Gloves (MG-SB26B) - L	1	-4,319.9957	-4,320.00
	DiscountItem	Discount on Aurelia 6 Mil black Nitrile Powder-Free Exam Gloves (MG-SB26B) - XL	1	-4,319.9957	-4,320.00
	DiscountItem	Discount on Aurelia 6 Mil black Nitrile Powder-Free Exam Gloves (MG-SB26B) - XXL	1	-799.9992	-800.00
	DiscountItem	Discount on KN95 Mask - 1,200 pcs (NPP-FM-1)	1	-39.9999	-40.00

ON HOLD UNTIL WE RECEIVE PO FROM CUTOMER-Dennis

SUBTOTAL	14,750.00
TAX	0.00
TOTAL	14,750.00
BALANCE DUE	**$14,750.00**

Please reply to this email to confirm that you have received the invoice and that the details are correct. If you are not the right person to handle this invoice, please let us know who we should contact instead.

Zelle Account: finance@vizocom.com
Bank details for ACH payment:
Account Name: Vizocom ICT LLC
Bank Name: Bank of America
Routing/ABA#:121000358
Account #:325162033399

An updated Vendor Ethics Disclosure form has been requested.

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

File #: JPS-P-0060-25 **Agenda Date:** 11/18/2025 **Agenda #:** 6.L.

AWARDING RESOLUTION
ISSUED TO NEW TRADITIONS
FOR TRANSFERRING BODIES TO THE COUNTY MORGUE
FOR THE CORONER'S OFFICE
(CONTRACT TOTAL AMOUNT: $480,000)

WHEREAS, proposals have been accepted and processed in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for transferring bodies to the county morgue, for the Coroner's Office, for the period of December 1, 2025 through November 30, 2029.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for transferring bodies to the county morgue, for the Coroner's Office, for the period of December 1, 2025 through November 30, 2029, be, and it is hereby approved for issuance of a contract by the Procurement Division to New Traditions, 30 W. 415 Whitney Road, West Chicago, IL, 60185, for a total contract amount not to exceed $480,000; per RFP #25-121-COR.

Enacted and approved this 25th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 25-121-COR	INITIAL TERM WITH RENEWALS: 3 YRS + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: $480,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/18/2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $480,000.00
	CURRENT TERM TOTAL COST: $480,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD:
Vendor Information		*Department Information*	
VENDOR: New Traditions	VENDOR #: 39145	DEPT: Coroner's Office	DEPT CONTACT NAME: Diane Hewitt
VENDOR CONTACT: Megan Burroughs	VENDOR CONTACT PHONE: 630-230-8399	DEPT CONTACT PHONE #: 630-407-2630	DEPT CONTACT EMAIL: diane.hewitt@dupagecounty.gov
VENDOR CONTACT EMAIL: megan@newtraditionfuneral.com	VENDOR WEBSITE: www.newtraditionfunerals.com/	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Awarded per RFP#25-121-COR for transferring bodies to the DuPage County morgue.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
We must have a service to quickly and carefully transport bodies to the morgue 24-7-365.

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 RFP (REQUEST FOR PROPOSAL)	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. The score card was used internally. New Traditions received 99 points. 38 invitations to bid were sent out and three bids were received.
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). Alternative 1: Handle removal of transport services internally, which can't be done due to lack of resources. Alternative 2: Take no action, which can't be done due to the Coroner's responsibility to provide transport services.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: New Traditions	Vendor#: 39145	Dept: Coroner's Office	Division: Administration
Attn: Megan Burroughs	Email: megan@newtraditionfuneral.com	Attn: Diane Hewitt	Email: diane.hewitt@dupagecounty.gov
Address: 30 W. 415 Whitney Road	City: West Chicago	Address: 414 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60185	State: IL	Zip: 60189
Phone: 630-230-8399	Fax: 630-230-8430	Phone: 630-407-2630	Fax: 630-407-2601
Send Payments To:		*Ship to:*	
Vendor: New Traditions	Vendor#: 39145	Dept: Coroner's Office	Division: Administration
Attn: Megan Burroughs	Email: megan@newtraditionfuneral.com	Attn: Diane Hewitt	Email: diane.hewitt@dupagecounty.gov
Address: 30 W. 415 Whitney Road	City: West Chicago	Address: 414 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60185	State: IL	Zip: 60189
Phone: 630-230-8399	Fax: 630-230-8430	Phone: 630-407-2630	Fax: 630-407-2601
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 12/1/2025	Contract End Date (PO25): 11/30/2029

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1		EA		Body Removal	FY26	1000	4100	53090			$120,000.
2		EA		Body Removal	FY27	1000	4100	53090			$120,000.
3		EA		Body Removal	FY28	1000	4100	53090			$120,000.
4		EA		Body Removal	FY29	1000	4100	53090			$120,000.

FY is required, ensure the correct FY is selected.

Requisition Total $ $480,000.

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.

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
REMOVAL OF DECEASED PERSONS FOR CORONER'S OFFICE
25-121-COR
BID TABULATION

√

Criteria	Available Points	Aero Removals Trisons Inc.	First Call Mortuary Ltd.	**New Traditions Funeral Services, LLC**
Firm Qualifications	20	18	13	**20**
Key Qualifications	30	19	14	**30**
Project Understanding	30	18	15	**30**
Price	20	13	20	**19**
Total	100	68	61	**99**

Fee and Rate Proposal	$ 475.00	$ 315.78	**$ 325.00**
Percentage of points	66%	100%	**97%**
Points awarded (wtd against lowest price)	**13**	**20**	**19**

NOTES

RFP Posted on 10/3/2025 Bid Opened On 10/23/2025, 2:30 PM by	DW,SR
Invitations Sent	38
Total Requesting Documents	1
Total Bid Responses Received	3

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

PROPOSAL FORM

Section I: Contact Information

Complete the contact information below.

RFP NUMBER:	25-121-COR (REMOVAL OF DECEASED PERSONS FOR CORONER'S OFFICE)
COMPANY NAME:	New Tradition Funeral Services, LLC
MAIN ADDRESS:	30W415 Whitney Road
CITY, STATE, ZIP CODE:	West Chicago, IL 60185
TELPHONE NO.:	Office: 630-230-8399 Removal Line: 630-688-7069
CONTACT PERSON:	Megan Burroughs
CONTACT EMAIL:	megan@newtraditionfunerals.com

Section III: Certification

The undersigned certifies that they are:

☑ The Owner or Sole Proprietor

☐ A Member authorized to sign on behalf of the Partnership

☐ An Officer of the Corporation

☐ A Member of the Joint Venture

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

Bradley Burroughs, Owner
(President or Partner)

Megan Burroughs, Owner
(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

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

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

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

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

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

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

Further, the Offeror certifies that they have provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

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

PROPOSAL AWARD CRITERIA

The Offeror acknowledges and agrees that the proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

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

By signing below, the Offeror agrees to the terms of this Proposal Form and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Offeror: Megan Burroughs Signature: _____

Title: Owner, Licensed Funeral Director Date: 10/22/2025

PROPOSAL PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-121-COR (REMOVAL OF DECEASED PERSONS FOR CORONER'S OFFICE)
COMPANY NAME:	New Tradition Funeral Services, LLC
CONTACT PERSON:	Megan Burroughs
CONTACT EMAIL:	megan@newtraditionfunerals.com

Section II: Pricing

Quantities listed are estimates only and are provided for canvassing purposes.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Removal of deceased person	EA	475	$ 325	$ 154,375
				GRAND TOTAL	$ 154,375
GRAND TOTAL (In words)	One hundred and fifty four thousand, three hundred and seventy five dollars				

Section III: Price Adjustment

Pricing shall be maintained for the initial one (1) year period. Price adjustments for years two (2) through four (4) shall be provided by Bidder at the time of bid submission.

Price Adjustment – Year 2 0 (zero) %

Price Adjustment – Year 3 0 (zero) %

Price Adjustment – Year 4 0 (zero) %

Section IV: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Proposal Pricing Form.

Printed Name: Megan Burroughs Signature: _____

Title: Owner, Licensed Funeral Director Date: 10/22/2025

NTFS

New Tradition Funeral Services

25-121-COR REMOVAL OF DECEASED PERSONS FOR CORONER'S OFFICE

Price Proposal

Removal.....$325

Additional Staff.....$75 per person

Additional staff utilized when necessary, for bariatric removals

Wait Time.....$25 per quarter hour

In the event we are waiting on scene for a long period of time, wait time will be charged after the first 30 minutes. For example, if we wait a total of 1 hour on scene, $50 will be invoiced for the last 30 minutes.

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-121-COR (REMOVAL OF DECEASED PERSONS FOR CORONER'S OFFICE)
COMPANY NAME:	New Tradition Funeral Services, LLC
CONTACT PERSON:	Megan Burroughs
CONTACT EMAIL:	megan@newtraditionfunerals.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

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

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

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

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

- ☐ Yes
- ☑ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

Ethics | DuPage Co, IL

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

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

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

Printed Name: Megan Burroughs Signature: _____

Title: Owner, Licensed Funeral Director Date: 10/22/2025

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

File #: JPS-P-0061-25 **Agenda Date:** 11/18/2025 **Agenda #:** 6.M.

AWARDING RESOLUTION
ISSUED TO NMS LABS
FOR TOXICOLOGY LAB SERVICES
FOR THE CORONER'S OFFICE
(CONTRACT TOTAL AMOUNT: $400,000)

WHEREAS, proposals have been accepted and processed in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for toxicology lab services, for the Coroner's Office, for the period of December 1, 2025 through November 30, 2029.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for toxicology lab services, for the Coroner's Office, for the period of December 1, 2025 through November 30, 2029, be, and it is hereby approved for issuance of a contract by the Procurement Division to NMS Labs, 200 Welsh Road, Horsham, PA, 19044, for a total contract amount not to exceed $400,000, per RFP #25-120-COR.

Enacted and approved this 25th of November, 2025, at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
FORENSIC TOXICOLOGY
SERVICES 25-120-COR
BID TABULATION

√

Criteria	Available Points	NMS Labs
Firm Qualifications	20	**20**
Key Qualifications	20	**20**
Project Understanding	40	**40**
Price	20	**20**
Total	100	**100**

Fee and Rate Proposal (Design Only)	$ 10,720.00
Percentage of points	100%
Points awarded (wtd against lowest price)	**20**

NOTES

RFP Posted on 10/14/2025 Bid Opened On 11/4/2025, 2:30 PM by	BR, SR, HK
Invitations Sent	44
Total Requesting Documents	3
Total Bid Responses Received	1

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

PROPOSAL FORM

Section I: Contact Information

Complete the contact information below.

RFP NUMBER:	25-120-COR
COMPANY NAME:	NMS Labs
MAIN ADDRESS:	200 Welsh Road
CITY, STATE, ZIP CODE:	Horsham, PA 19044
TELPHONE NO.:	(215) 657-4900
CONTACT PERSON:	Linda Gott
CONTACT EMAIL:	nms@nmslabs.com

Section III: Certification

The undersigned certifies that they are:

☐ The Owner or Sole Proprietor

☐ A Member authorized to sign on behalf of the Partnership

☒ An Officer of the Corporation

☐ A Member of the Joint Venture

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

Dave Delia, President and CEO
(President or Partner)

Tatyana Kosheleva, CFO
(Vice-President or Partner)

Pierre Cassigneul, Corporate Secretary
(Secretary or Partner)

Michael F. Rieders, Treasurer
(Treasurer or Partner)

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

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

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

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

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

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

Further, the Offeror certifies that they have provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

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

PROPOSAL AWARD CRITERIA

The Offeror acknowledges and agrees that the proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

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

By signing below, the Offeror agrees to the terms of this Proposal Form and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Offeror: Tatyana Kosheleva Signature: _____

Title: CFO Date: 10/30/25

PROPOSAL PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-120-COR
COMPANY NAME:	NMS Labs
CONTACT PERSON:	Linda Gott
CONTACT EMAIL:	nms@nmslabs.com

Section II: Pricing

Quantities provided are for bid canvassing purposes.

NO.	ITEM	UOM	QTY	PRICE
1	Postmortem, Expanded, Blood (Forensic) (8084B)	EA	1	$ 246
2	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic) (1919FL)	EA	1	$ 95
3	Alcohol Panel, Blood (0170B)	EA	1	$ 95
4	Carbon Monoxide Exposure, Blood (1009B)	EA	1	$ 170
5	Postmortem, Expanded, Fluid (Forensic) (8052FL)	EA	1	$ 419
6	Postmortem, Expanded, Tissue (Forensic) (8052TI)	EA	1	$ 424
7	Postmortem, Expanded, Urine (Forensic) (8052U)	EA	1	$ 246
8	Postmortem, Expanded, Serum/Plasma (Forensic) (8052SP)	EA	1	$ 246
9	Carbon Monoxide Profile, Blood (1006B)	EA	1	$ 503
10	Special Investigation (7744O)	EA	1	$ 448
11	Postmortem, Basic, Blood (Forensic) (8083B)	EA	1	$ 171
12	Alcohol Panel, Serum/Plasma (0170SP)	EA	1	$ 95
13	Carbon Monoxide - Iron Ratio Profile, Tissue (1006TI)	EA	1	$ 691
14	Tetrafluoroethane and Difluoroethane Panel, Blood (1611B)	EA	1	$ 441
15	Glycols Panel, Blood (2165B)	EA	1	$ 331

NO.	ITEM	UOM	QTY	PRICE
16	Opiates - Free (Unconjugated), Blood (8660B)	EA	1	$ 320
17	Specimen Return/Handling (RETURN)	EA	1	$ 66
18	Betahydroxybutyric Acid, Blood (0420B)	EA	1	$ 227
19	Arsenic, Blood (0460B)	EA	1	$ 115
20	Carbon Monoxide Exposure Biouptake Screen, Blood (1002B)	EA	1	$ 48
21	Designer Opioids (2018 Scope), Blood (1480B)	EA	1	$ 280
22	Designer Opioids (2018 Scope), Serum/Plasma (1480SP)	EA	1	$ 280
23	Diazepam and Metabolites, Serum/Plasma (1501SP)	EA	1	$ 188
24	Doxepin and Metabolite, Blood (1810B)	EA	1	$ 144
25	Ethylene Glycol, Blood (2062B)	EA	1	$ 254
26	Fentanyl and Metabolite, Urine (2079U)	EA	1	$ 132
27	Heroin Metabolites - Free (Unconjugated), Urine (2276U)	EA	1	$ 320
28	Hydrochlorothiazide, Blood (2330B)	EA	1	$ 220
29	Inhalants Panel, Halocarbons, Blood (2414B)	EA	1	$ 214
30	Comprehensive Volatiles Panel, Blood (2423B)	EA	1	$ 515
31	Metformin, Blood (2740B)	EA	1	$ 180
32	Metoprolol, Blood (3043B)	EA	1	$ 153
33	Propranolol, Blood (4000B)	EA	1	$ 105
34	Carbon Monoxide Exposure Biouptake Confirmation, Blood (5654B)	EA	1	$ 83
35	Tryptase, Serum/Plasma - Send Out (7030SP)	EA	1	$ 154
36	Special Investigation (7745O)	EA	1	$ 483
37	Postmortem Designer Opioids Add-On, Blood (Forensic) (8155B)	EA	1	$ 211
38	Novel Psychoactive Substances (NPS) Screen 2, Blood (not available)	EA	1	$ N/A
39	Amphetamines Panel, Blood (8600B)	EA	1	$ 256
40	Opiates - Free (Unconjugated), Serum/Plasma (8660SP)	EA	1	$ 256

NO.	ITEM	UOM	QTY	PRICE
41	6-Monoacetylmorphine - Free (Unconjugated), Fluid (8665FL)	EA	1	$ 331
42	Novel Psychoactive Substances (NPS) Screen 1, Blood (8756B)	EA	1	$ 280
43	Synthetic Cannabinoids Screen, Blood (9560B)	EA	1	$ 284
			GRAND TOTAL	$ 10,720
GRAND TOTAL (In words)	Ten thousand seven hundred twenty dollars			

Section III: Price Adjustment

Pricing shall be maintained for the initial one (1) year period. Price adjustments for years two (2) through four (4) shall be provided by the Bidder at the time of bid submission.

Price Adjustment – Year 2 0 %

Price Adjustment – Year 3 0 %

Price Adjustment – Year 4 4 %

Note: Proposed pricing will remain firm for Years 1, 2, and 3. All other pricing will be locked to the 2025 Fee Schedule for this period. In Year 4, proposed pricing will increase by 4%, and all other pricing will adjust to the applicable rates for that year.

Section IV: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Proposal Pricing Form.

Printed Name: Tatyana Kosheleva Signature: _____

Title: CFO Date: 10/30/2025

NMS LABS

County of DuPage
Forensic Toxicology Services
25-120-COR

NMS Labs Supplemental Cost Proposal

8051B	Postmortem, Basic, Blood (Forensic)	$171.00
8083B	Postmortem, Basic w/Vitreous Alcohol and 6-MAM Confirmation, Blood (Forensic)	$171.00
8051SP	Postmortem, Basic, Serum/Plasma (Forensic)	$171.00
8051U	Postmortem, Basic, Urine (Forensic)	$171.00
8051FL	Postmortem, Basic, Fluid (Forensic)	$295.00
8051TI	Postmortem, Basic, Tissue (Forensic)	$310.00
8052B	Postmortem, Expanded, Blood (Forensic)	$246.00
8084B	Postmortem, Expanded w/Vitreous Alcohol and 6-MAM Confirmation, Blood (Forensic)	$246.00
8052SP	Postmortem, Expanded, Serum/Plasma (Forensic)	$246.00
8052U	Postmortem, Expanded, Urine (Forensic)	$246.00
8052FL	Postmortem, Expanded, Fluid (Forensic)	$419.00
8052TI	Postmortem, Expanded, Tissue (Forensic)	$424.00
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	$95.00
1002B	Carbon Monoxide Screen, Confirmation Separate Fee, Blood	$48.00
5654B	Carbon Monoxide Exposure Biouptake Confirmation, Blood	$83.00
53249FL	Alcohols and Acetone Confirmation, Vitreous Fluid (Forensic)	$0.00
0170B	Alcohol Panel, Blood	$95.00
1009B	Carbon Monoxide Exposure, Blood	$170.00
1006B	Carbon Monoxide Profile for Non-standard Samples, Blood	$503.00
77440	Special Request - Investigation	$448.00
77450	Special Request - Investigation	$448.00
77460	Special Request - Investigation	$448.00
77470	Special Request - Investigation	$448.00
77480	Special Request - Investigation	$448.00
0170SP	Alcohol Panel, Serum/Plasma	$95.00
1006TI	Carbon Monoxide Profile for Non-standard Samples, Tissue	$691.00
1611B	Tetrafluoroethane and Difluoroethane Panel, Blood	$441.00
2165B	Glycols Panel, Blood	$331.00
8660B	Opiates - Free (Unconjugated), Blood	$320.00
RETURN	Specimen Return/Handling	$66.00
0420B	Betahydroxybutyric Acid, Blood	$227.00
0460B	Arsenic, Blood	$115.00
1480B	Designer Opioids, Blood	$280.00
1480SP	Designer Opioids, Serum/Plasma	$280.00
1501SP	Diazepam and Metabolites, Serum/Plasma	$118.00
1810B	Doxepin and Metabolite, Blood	$144.00
2062B	Ethylene Glycol, Blood	$254.00

2079U	Fentanyl and Metabolite, Urine	$132.00
2276U	Heroin Metabolites - Free (Unconjugated), Urine	$320.00
2330B	Hydrochlorothiazide, Blood	$220.00
2414B	Inhalants Panel, Halocarbons, Blood	$214.00
2423B	Comprehensive Volatiles Panel, Blood	$515.00
2740B	Metformin, Blood	$180.00
3043B	Metoprolol, Blood	$153.00
4000B	Propranolol, Blood	$105.00
7030SP	Tryptase, Serum/Plasma - Send Out	$154.00
8155B	Postmortem Designer Opioids Add-On, Blood (Forensic)	$211.00
8600B	Amphetamines Panel, Blood	$256.00
8600SP	Amphetamines Panel, Serum/Plasma	$256.00
8665FL	6-Monoacetylmorphine - Free (Unconjugated), Fluid	$331.00
8756B	Novel Psychoactive Substances (NPS) Screen, Blood	$280.00
9560B	Synthetic Cannabinoids Screen, Blood	$284.00

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-120-COR
COMPANY NAME:	NMS Labs
CONTACT PERSON:	Linda Gott
CONTACT EMAIL:	nms@nmslabs.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

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

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

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

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

- ☐ Yes
- ☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

Ethics | DuPage Co. IL

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

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

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

Printed Name: Tatyana Kosheleva Signature: ____

Title: CFO Date: 10/30/25

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 25-120-COR	INITIAL TERM WITH RENEWALS: 4 YRS + 0 TERM PERIOD	INITIAL TERM TOTAL COST: $400,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/18/2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $400,000.00
	CURRENT TERM TOTAL COST: $400,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD:
Vendor Information		*Department Information*	
VENDOR: NMS Labs	VENDOR #: 10212	DEPT: Coroner's Office	DEPT CONTACT NAME: Diane Hewitt
VENDOR CONTACT: Linda Gott	VENDOR CONTACT PHONE: 267-421-1857	DEPT CONTACT PHONE #: 630-407-2630	DEPT CONTACT EMAIL: diane.hewitt@dupagecounty.gov
VENDOR CONTACT EMAIL: Linda.Gott@NMSLABS.COM	VENDOR WEBSITE: www.nmslabs.com	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Awarded per RFP #25-120-COR for Toxicology Lab Work for the deceased, for the Coroner's Office.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Toxicology lab work is required to know what chemicals or toxins were involved with their death.

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 RFP (REQUEST FOR PROPOSAL)	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. The score card was used internally and 100% was achieved. 44 invitations to bid were sent out and this was the only bid received.
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). Alternative 1: Handle toxicology lab work internally, which can not be done due to lack of resources. Alternative 2: Take no action, which can not be done due to the Coroner's responsibility to determine what chemicals or toxins were involved in deaths.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: NMS Labs	Vendor#: 10212	Dept: Coroner's Office	Division: Administration
Attn: Linda Gott	Email: Linda.Gott@NMSLABS.COM	Attn: Diane Hewitt	Email: diane.hewitt@dupagecounty.gov
Address: 200 Welsh Road	City: Horsham	Address: 414 N. County Farm Rd.	City: Wheaton
State: PA	Zip: 19044	State: IL	Zip: 60189
Phone: 267-421-1857	Fax: 215-366-1504	Phone: 630-407-2630	Fax: 630-407-2601
Send Payments To:		*Ship to:*	
Vendor: NMS Labs	Vendor#: 10212	Dept: Coroner's Office	Division: Administration
Attn:	Email: nms@nmslabs.com	Attn: Diane Hewitt	Email: diane.hewitt@dupagecounty.gov
Address: PO Box 820090	City: Philadelphia	Address: 414 N. County Farm Rd.	City: Wheaton
State: PA	Zip: 19182-0090	State: IL	Zip: 60189
Phone: 215-657-4900	Fax: 215-366-1504	Phone: 630-407-2630	Fax: 630-407-2601
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 12/1/2025	Contract End Date (PO25): 11/30/2029

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1		EA		Toxicology Lab work	FY26	1000	4100	53070			$100,000.
2		EA		Toxicology Lab work	FY27	1000	4100	53070			$100,000.
3		EA		Toxicology Lab work	FY28	1000	4100	53070			$100,000.
4		EA		Toxicology Lab work	FY29	1000	4100	53070			$100,000.

FY is required, ensure the correct FY is selected.

Requisition Total $ 400,000.

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.

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

File #: JPS-P-0062-25 **Agenda Date:** 11/18/2025 **Agenda #:** 6.N.

AUTHORIZATION TO PURCHASE ONE (1) VEHICLE FOR THE
CHILDREN'S ADVOCACY CENTER OF THE
DU PAGE COUNTY STATE'S ATTORNEY'S OFFICE
(CONTRACT AMOUNT NOT TO EXCEED $33,135)

WHEREAS, the Children's Center of the DuPage County State's Attorney's Office ("Children's Advocacy Center") needs to replace a vehicle that was involved in an accident in August of 2025; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (State of Illinois - Central Management Services) the County of DuPage will contract with Sutton Ford, Inc.; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract to Sutton Ford, Inc., to furnish and deliver 1 Ford Escape for the Children's Advocacy Center for the period of November 25, 2025, to November 30, 2026.

NOW, THEREFORE BE IT RESOLVED, that County Contract to furnish and deliver 1 Ford Escape for the Children's Advocacy Center for the period of November 25, 2025 to November 30, 2026, is hereby approved for issuance by the Procurement Division to Sutton Ford, Inc. 21315 Central Avenue, Matteson IL, for a total contract amount not to exceed $33,135. Contract pursuant to the Joint Purchasing Act, per agreement 22-416CMS-BOSS4-P-41049.

Enacted and approved this 25th day of November 2025, at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 22-416CMS-BOSS4-P-41049	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $33,135.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/18/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $33,135.00
	CURRENT TERM TOTAL COST: $33,135.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Sutton Ford Inc.	VENDOR #: 32600	DEPT: CAC	DEPT CONTACT NAME: Robert Lyons
VENDOR CONTACT: Scott Ourednick	VENDOR CONTACT PHONE: 708-720-8040	DEPT CONTACT PHONE #: 8157	DEPT CONTACT EMAIL: robert.lyons@dupagecounty.gov
VENDOR CONTACT EMAIL: s.ourednick@suttonford.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract purchase order to Sutton Ford to furnish and deliver 1 Ford Escape for the Children's Advocacy Center for contract not to exceed $33,125.00 per governmental joint purchasing act State of Illinois

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

To replace a vehicle that was involved in an accident back in August of 2025.

SECTION 2: DECISION MEMO REQUIREMENTS

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

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

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Illinois Bid Buy 22-146CMS-BOSS4-P-41049
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). To purchase the Ford Escape to replace a vehicle. Do nothing and have no additional vehicle To go out to a bid without having a replacement vehicle.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Sutton Ford Inc.	Vendor#: 32600	Dept: SAO - Children's Advocacy Center	Division: Administration
Attn: Scott Ordenick	Email: s.ordenick@suttonford.com	Attn: Nicholas Sinn	Email: nicholas.sinn@dupagecounty.gov
Address: 21315 Central Avenue	City: Matteson	Address: 503 N. County Farm Road	City: Wheaton
State: IL	Zip: 60443	State: IL	Zip: 60187
Phone: 708-720-8040	Fax:	Phone: 630-407-8016	Fax: 630-407-8103
Send Payments To:		*Ship to:*	
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): Nov 25, 2025	Contract End Date (PO25): 11/30/2026

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		Ford Escape 2026	FY26	1000	6510	54120		33,135.00	33,135.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 33,135.00

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. Copy Nick on purchase order over to vendor.
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.

STATE OF ILLINOIS
CONTRACT AMENDMENT
JPMC Police Pursuit SUVs and SSVs
22-416CMS-BOSS4-P-41049

The undersigned Agency and Vendor, Sutton Ford, Inc., (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Amendment to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: Sutton Ford, Inc	Address:21315 Central Ave, Matteson, IL 60443
Signature: [redacted]	Phone: 708.720.8027
Printed Name: ALEXANDER D KADISH	Fax: 708.390.4129
Title: VP OF FLEET OPERATIONS	Email: AKADISH@SUTTONFORD.COM
Date: 10/21/2025	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson	Fax:
City, State ZIP: Springfield, Il 62702	
Official Signatur[redacted]	10/29/25
Printed Name: [redacted]	
Official's Title: Director by Agency Purchasing Officer	

STATE USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

PBC#22-416CMS-BOSS4-R-100385 Project Title: JPMC Police Pursuit SUVs and SSVs

Contract #22-416CMS-BOSS4-P-41049 Procurement Method (IFB, RFP, Small, etc): IFB

IPB Ref. # 22-416CMS-BOSS4-B-27256 IPB Publication Date: 02/28/2022 Award Code: A

Subcontractor Utilization? ☐ Yes x ☐ No Subcontractor Disclosure? ☐ Yes x ☐ No

Funding Source Obligation #

CPO 33 – General Counsel Approval:

Signature Printed Name Date

1. **CONTRACT DESCRIPTION** (including Original Purchase Order or Contract Number): 22-416CMS-BOSS4-P-41049 JPMC Police Pursuit SUVs and SSVs

2. **CHANGE ORDER**: Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E?

☐ Yes ☒ No

3. **DESCRIPTION OF AMENDMENT** (Check all that apply, complete blanks and explain as necessary):

3.1. The completion date will be ☐ extended, ☐ shortened or ☒ remain the same.

3.1.1. Original completion date: September 7, 2027.

3.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will ☒ stay the same.

3.3. The cost will be ☐ increased, ☐ decreased or ☒ remain the same.

3.3.1. Original cost: $5,020,587.05

3.3.2. The agency is exercising the Economic Adjustment Clause from the section 2.5.2 of the contract. This clause allows a price decrease of line items based on Model Year Changes . As this is a joint purchase master contract that is indefinite quantity there is not a change in value of the contract. Only the cost of the individual line items are decreasing and increasing.

3.3.2.1. Line 1 – Explorer PIU Hybrid current price $49,044.00. Will decrease to $46,909.00

3.3.2.2. Line 5 – Explorer PIU Ecoboost current price $49,921.00. Will decrease to $49,572.00

3.3.2.3. Line 51 – F150 Responder current price $51,964.00. Will increase to $52,503.00

3.3.3. The agency is exercising the Economic Adjustment Clause from the section 2.5.1 of the contract. This clause allows the cost of such individual accessories, options, or packages (MSRP) to which the percent discount will be applied may fluctuate based on the manufacturer and the most current approved price list. As this is a joint purchase master contract that is indefinite quantity there is not a change in value of the contract.

3.4. The supplies or services to be provided will ☒ stay the same.

3.5. Subcontractors are being ☐ added, ☐ deleted, or ☒ remain the same.

4. **EFFECTIVE DATE OF AMENDMENT**: This contract amendment shall commence upon the last dated signature of the Parties.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:

Business Name: Sutton Ford, Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number : [redacted]

Legal Status (check one):

☐ Individual	☐ Governmental
☐ Sole Proprietor	☐ Nonresident alien
☐ Partnership	☐ Estate or trust
☐ Legal Services Corporation	☐ Pharmacy (Non-Corp.)
☐ Tax-exempt	☐ Pharmacy/Funeral Home/Cemetery (Corp.)
☐ Corporation providing or billing medical and/or health care services	☐ Limited Liability Company (select applicable tax classification)
☒ Corporation NOT providing or billing medical and/or health care services	☐ D = disregarded entity ☐ C = corporation ☐ P = partnership

Signature of Authorized Representative: [redacted]

Date: Tuesday, October 21, 2025

STATE OF ILLINOIS
CONTRACT

Central Management Services
JPMC Police Pursuit and Special Service Vehicles
22-416CMS-BOSS4-P-41049

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)

☒ No

1. DESCRIPTION OF SUPPLIES AND SERVICES

2. PRICING

3. TERM AND TERMINATION

4. STANDARD BUSINESS TERMS AND CONDITIONS

5. STATE SUPPLEMENTAL PROVISIONS

6. STANDARD CERTIFICATIONS

7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)

9. PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

STATE OF ILLINOIS
CONTRACT

Central Management Services
JPMC Police Pursuit and Special Service Vehicles
22-416CMS-BOSS4-P-41049

VENDOR

Vendor Name: Sutton Ford, Inc.	Address: 21315 Central Ave.
Signatur[redacted]	Address (City/State/Zip): Matteson, IL 60443
Printed Name: Karen Sutton Ford	Phone: 708-720-8000
Title: Dealer Principal	Fax: 708-720-4035
Date: 04/11/2022	Email: kford@suttonautoteam.com

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 1000 E Converse St	
City, State ZIP: Springfield, IL 62702	
Official Signature:[redacted]	
Printed Name: Anthony Pascente by Will Stephens	
Official's Title: Acting Director by Agency Purchasing Officer	

AGENCY USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 22-416CMS-BOSS4-R-100385
- Project Title: JPMC Police Pursuit and Special Service Vehicles
- Contract #: 22-416CMS-BOSS4-P-41049
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 22-416CMS-BOSS4-B-27256
- BidBuy Publication Date: 2/28/22
- Award Code: A
- Subcontractor Utilization? ☐ Yes ☒ No Subcontractor Disclosure? ☐ Yes ☒ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☒ Yes ☐ No Percentage: 100%
- Women Owned Business? ☒ Yes ☐ No Percentage: 100%
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: To establish a joint purchase master contract (JPMC) for police pursuit (PPV) and special service (SSV) vehicles to be purchased on an as-needed basis during the contract period.

This JPMC may be utilized by all governmental units and qualified not-for-profit agencies with law enforcement component as defined in Section 5 of this Contract.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1 For purposes of this Contract, a police pursuit vehicle is rated for patrol and pursuit duty and special service vehicles are for departmental needs that do not require pursuit capability. PPV and SSV sport utility vehicles include crossover vehicles, provided all specifications are met.

1.2.2 Vendor will provide vehicles on as as-needed basis. PPVs and SSVs shall be new, unused and the manufacturer's current models in production at the time of order. Governmental units and qualified not-for-profit agencies with law enforcement component may be allowed to purchase new and unused previous model years vehicles with full manufacturer's warranty, referenced as leftovers.

1.2.3 All vehicles will be classified by the U.S. Department of Energy and the U.S. Environmental Protection Agency in the published Fuel Economy Guide. Vehicles will be fully compliant with all applicable federal and state laws, regulations, specifications, standards, and requirements. Vehicles shall conform to all applicable Federal Motor Vehicle Safety Standards and shall be designed, constructed, equipped, and installed to be fully suitable for their scope, intended use, purpose and service.

1.2.4 The Vendor will not display a dealer logo of any kind on any portion of the vehicle (e.g. decals, mud flaps, license plate frames, etc.).

1.2.5 Vendor will ensure that all new vehicle information, as required by applicable laws and regulations, shall be affixed at the time of delivery (e.g. window sticker, Environmental Protection Agency {EPA} mileage information, body builder certification, etc.).

1.2.6 All vehicles must adhere to the following criteria:

1.2.6.1 Unless the State specifies otherwise in the Contract, all vehicles must be equipped with all original manufacturers' equipment advertised as standard consumer equipment. Deletions of standard equipment offered by the manufacturer is not permitted.

All standard equipment, including any optional equipment indicated shall be original manufacturer's' equipment, shall not consist of substitute of aftermarket equipment unless the equipment is not offered by the manufacturer, installed and fully functional upon delivery.

1.2.6.2 All vehicles must comply with all applicable Federal and State motor vehicle safety standards and governmental emission requirements in effect at the time of purchase.

1.2.6.3 All vehicles delivered must include a minimum of one quarter (1/4) tank of fuel as registered by the vehicle fuel gauge at time of delivery. Electric and hybrid vehicles will be charged.

1.2.6.4 All vehicle engine types that require antifreeze must be permanent type and sufficient to protect the vehicle's system down to negative 34°F (-34°F). Radiator to be so notated in a semi-permanent manner (e.g. tagged).

1.2.6.5 All PPV vehicles must be equipped with original manufacturer tires of the size and load range required by the manufacturer for the vehicle model and/or gross vehicle weight rating (GVWR) and pursuit rated.

All SSV vehicles must be equipped with original manufacturer tires of the size and load range required by the manufacturer for the vehicle model and/or gross vehicle weight rating (GVWR), unless specified otherwise.

If called for or offered as standard equipment, spare tire, wheel, and carrier (hold down) to be included on all vehicles.

1.2.6.6 All applicable vehicles are to include a wheel wrench and lifting device (such as a mechanical or hydraulic jack) capable of lifting the vehicle under the maximum rated load to remove and replace any wheel. If the vehicles do not come with the option, it must be equipped with an alternative such as a compressor and sealant kit to temporarily fix a flat tire from a typical puncture.

1.2.6.7 Vendor will provide options and trim packages as applicable to the category of the PPV or SSV. Options and trim packages may include, but not be limited to engine block heater, seat delete, 3rd row bucket seats, flex tailgate, all-wheel drive, assist steps/running boards, dark mode, off-road tires, tow package, 4-wheel drive, and all terrain tires.

1.2.6.8 Additional emergency red/blue/amber/clear warning equipment is defined as oscillating lights, rotating lights, flashing lights, siren, or any

combination thereof on, or within police vehicles. A full emergency warning equipment package means a marked or unmarked vehicle with front and rear lights, a siren, an operable camera and a working mobile or portable police radio. All wiring will meet all regulations, installed and functional at time of delivery required for the use of the PPV and/or SSV, such as SEA International (formerly the Society of Automotive Engineers).

Wiring for options will meet all proper standards with quality connectors and materials for any installation as follows:

a. Wiring shall be fastened and protected to prevent the possibility of damage.
b. Conduit shall be utilized for all exposed wiring with grommets protecting the wire when running through metal or sharp surfaces.
c. All connections shall utilize weather pack terminals and adhesive style heat-shrink tubing for corrosion resistance. Scotch locks and butt connectors are not allowed.
d. All fuse holders shall be rated for the amperage demands.
e. All fuse holders subject to the weather shall be of weatherproof design.
f. All accessory fuse panels shall have protective covers and shall be installed inside the cabin when possible.
g. All individual light circuits and individual accessory circuits shall be fused, or circuit protected independently.
h. All circuits operated by a relay shall not exceed 80% of its rated load when fully loaded.
i. All wiring shall be of adequate size and of the correct insulating value for the intended load and location.
j. Connections to the vehicle wiring shall meet OEM standards.

1.2.7 There is no guarantee of quantities for actual orders or usage. Vendor shall furnish all requirements during the contract period.

1.2.8 Governmental units and qualified not-for-profit agencies may utilize their own purchase order system.

1.2.9 The Vendor will provide the ordering entity with the necessary information for title, licensing, registration, and warranty, etc.

1.2.10 In the event that a PPV or SSV model is discontinued and to ensure availability of vehicles to governmental units and qualified not-for-profit agencies, the Vendor may be requested to provide an alternate model meeting specifications and any alternative fuel requirements. Any substitutions for discontinued PPVs or SSVs will be accomplished through a formal amendment.

1.2.11 Per Section 5040.210 of the Fuel Economy Standards, all new passenger automobiles purchased or leased by any State entity or used passenger automobiles obtained from Property Control (including inter-agency transfer) must be rated by the U.S. Environmental Protection Agency as meeting the minimum average fuel economy for the model year of the automobile, in miles per gallon, imposed upon manufacturers of vehicles pursuant to Title V of the Motor Vehicle Information and Cost Savings Act (15 USC 2001 et seq.) as amended.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. Vendor shall ensure that PPVs and SSVs are completely prepared for delivery in accordance with the manufacturer's specifications and options ordered. All ordered options will be installed and functional prior to delivery.

1.3.2 Vendor will provide an accompanying owner/operator manual for each PPV and/or SSV ordered. This manual shall provide detailed instruction for general/scheduled maintenance as well as the repairs normally undertaken during the life of the vehicle. Manual(s) may be in hard copy or electronic, as requested by the ordering entity.

1.3.3 Vendor shall furnish the warranty card for each vehicle, imprinted with the name of the governmental unit or qualified not-for-profit agency that is being invoiced for the purchase. For governmental units deemed State Agencies, indicating "State of Illinois" is not sufficient identification on the warranty card.

1.3.4 Vendor will ensure that all governmental units and qualified not-for-profit agencies that have made purchases receive timely updates of information related to vehicle warranties, recall notices, services manuals, service bulletins and services schooling available.

1.3.5 It is the Vendor's responsibility to inform CMS of the manufacturer's order start up and cut-off dates for the PPVs and SSVs.

1.3.6 Vendor will provide the name and availability information for the diagnostic software/tools necessary for the repair and maintenance of the vehicle, if requested. This may include all allied equipment provided with the vehicle.

1.3.7 For governmental units such as the Illinois State Police or Secretary of State: If the delivery time of the vehicle(s) and State's receipt of the applicable invoice will not occur on or before July 31st, then it shall be the responsibility of the Vendor to inform CMS and mutually agree upon a new order cut-off date for

State of Illinois vehicles that would allow vehicles to be delivered and invoiced on or before July 31st.

1.3.8 The Vendor has the right not to accept orders after the model year order cutoff date has been issued by the manufacturer until pricing has been mutually agreed upon for the next model year. If the Vendor and the State are unable to come to a mutual agreement, CMS reserves the right to cancel the contract.

1.3.9. The Vendor will report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following (see example):

Line Item #	Description	Quantity	Identify the governmental unit or qualified not-for-profit agency
1	PPV Sedan flex fuel	9	The Illinois Toll Highway Authority
2	PPV Sedan V6 gasoline	2	Carbondale Police Dept.

The report will be sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1. The Vendor shall be the manufacturer, or an authorized dealer or distributor of the police pursuit and/or special service vehicles needed.

1.4.2 The Vendor must be capable of providing genuine parts, assemblies and accessories as supplied by the original equipment manufacturer (OEM) for basic SUVs and options. Remanufactured and/or reconditioned equipment will not be accepted.

1.4.3 The Vendor shall be capable of furnishing original product warranties and other information regarding manufacturer's related services including, but not limited to vehicle information and vehicle recall notices.

1.4.4 The Vendor may be required to submit a letter from the manufacturer to evidence the Vendor's authority to distribute the manufacturer's equipment at CMS' request.

1.4.5 Vendor will designate a customer service representative who shall be responsible for addressing ordering and purchasing questions and issues pertaining to this Contract.

Kyle Mohrbach, kmohrbach@suttonford.com, 708-720-8013

1.5. TRANSPORTATION AND DELIVERY:

1.5.1. Vendor's pre-delivery services must be performed in accordance with the manufacturer's procedures and shall include but not be limited to cleaning the vehicle(s): interior minimum of vacuuming and wiping down all surfaces, washing windows; exterior minimum of washing that entails removal of dirt, pollen, debris, snow and ice, washing windows, and installation of options that are not factory installed.

1.5.2 Delivery will include F.O.B. Destination to any location within the State of Illinois. The minimum order is one (1) vehicle.

1.5.3 At the time of delivery, the Vendor must provide the following information to the purchaser:

1.5.3.1 A certificate of origin for each vehicle.

1.5.3.2 Two (2) identical delivery tags must accompany each vehicle. The delivery tags must include the following information:

a. Purchasing governmental unit or qualified not-for-profit agency

b. Purchase Order number

c. Line Item number

d. Vehicle Identification Number (VIN)

e. Equipment number of trade-in (if applicable)

f. Signature block for receiving individual

g. Key Coding number to be provided with each vehicle

h. State of Illinois Tax form RR-556, as revised

i. Mileage certification form

1.5.3.3 Two (2) copies of the Vendor's invoice which shall contain similar information as required on the delivery tag.

1.5.3.4 No documents are to be signed by the purchaser acknowledging receipt of a vehicle if the document contains terms of the sale, nor shall any other language on these documents change or alter the terms of the contract. The person signing and acknowledging receipt of the vehicle(s) is not authorized to change or alter the terms of any State agreement.

1.5.3.5 Vehicles(s) will not be accepted if the Vendor does not meet the requirements of this Section.

1.5.4 At CMS' discretion, the Vendor may be required to complete a pre-delivery checklist provided by the State for every PPV and/or SSV purchased by a State Agency as defined under this Contract.

1.5.5 A large quantity order may necessitate the establishment of a delivery schedule. The Vendor may not accelerate a delivery schedule without the purchaser's written permission.

1.5.6 Deliveries to governmental units such as CMS Division of Vehicles, Illinois State Police, Secretary of State, and Illinois Toll Highway Authority shall be Freight on Board (F.O.B.) Destination to the following locations Monday through Friday, 8:30 a.m. to 2: 00 p.m. CST except Federal and State holidays:

Central Management Services, 200 East Ash Street, Springfield IL 62704
Central Management Services, 595 South State Street, Elgin IL 60123
Illinois State Police, 601 Sangamon Avenue, Springfield, IL 62702
Illinois Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, IL 60515
Illinois State Tollway, 3460 Finley Road, Downers Grove, IL 60515

Vendor shall notify the contact person listed on the Release Purchase Order at least two (2) business days prior to the actual date of delivery. No deliveries shall be made without advance notice.

1.5.7 Deliveries to other governmental units and qualified not-for-profit agencies shall be arranged F.O.B. Destination between the ordering entity and the Vendor, unless the governmental unit or qualified not-for-profit agency accepts F.O.B. Vendor's place of business with no delivery charge.

Vendor shall notify the contact person listed on the purchase order at least two (2) business days prior to the actual date of delivery. No deliveries shall be made without advance notice. The cost for delivery to a governmental unit or qualified not-for-profit agency is dependent upon the number of vehicles ordered.

1.5.8 Governmental units and qualified not-for-profit agencies reserve the right to inspect each vehicle after delivery to determine whether the vehicle(s) meets the contract and order specifications. If within thirty (30) days of delivery, it is determined that any PPV and/or SSV does not meet the contract or other specifications, the governmental unit or qualified not-for-profit agency at its sole discretion may:

1.5.8.1 Reject the vehicle(s), in whole or in part, and return them to the Vendor at the Vendor's expense, at which time the governmental unit obligations to the Vendor as to the rejected goods shall become null and void.

1.5.8.2 Require the Vendor to conform the vehicle(s) to contract and/or order specifications. This work shall be performed properly within the time limits established by the governmental unit or qualified not-for-profit agency and at no cost to the ordering entity.

1.5.9 Vendor will apprise CMS BOSS or ordering entities with most current ordering and delivery timelines (i.e. 85 days, 120 days, etc.).

If Vendor is unable, or anticipates that it will not be able, to fulfill an order in accordance with the requirements of the contract, Vendor will submit a request to delay order fulfillment to the ordering entity in writing within [30] calendar days of receipt of the applicable order and will include in such request its best estimate of the duration of the delay and the reasons for the delay. At the ordering entity's discretion, the entity may choose to approve the delay or be relieved from its obligations to purchase any quantities of supplies or equipment in such order and may cancel such quantities effective upon notice to the Vendor. The ordering entity may elect to pursue alternative sources to fulfill the obligations of the canceled order. Vendor shall, at its own cost, use commercially reasonable efforts to remedy any shortage of supply and resume meeting the requirements of the Contract as soon as possible.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? ☐ Yes ☒ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of $50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other

monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of $50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A

  Amount to Be Paid: N/A

  Address: N/A

  Description of Work: N/A

- Subcontractor Name: N/A

  Amount to Be Paid: N/A

  Address: N/A

  Description of Work: N/A

  If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.6.4. If the annual value of any the subcontracts is more than $50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: 21315 CENTRAL AVE., MATTESON, IL 60443

  % Value of services performed at this location: 98

- Location where services will be performed: 2645 FEDERAL SIGNAL DR., UNIVERSITY PARK, IL 60484

  % Value of services performed at this location: 2

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted by entering the cost per unit of measure based and percent discount, as applicable, on each line item in BidBuy. Prices and percent discounts must include all installation of options, systems and/or packages. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING:

2.5.1. The percent discounts for options and delivery prices will remain firm for the entire term of the contract.

2.5.1.1 The cost of such individual accessories, options, or packages (MSRP) to which the percent discount will be applied may fluctuate based on the manufacturer and the most current approved price lists.

2.5.1.2 For any price adjustments within the MSRP, the Vendor will submit a written request and an updated MSRP in a catalog, Excel/CSV, or PDF format to CMS BOSS no more than annually.

2.5.1.3 Vendor shall not be entitled to apply an upward price adjustment without first obtaining approval of such request from CMS BOSS.

2.5.1.4 Once approved by CMS BOSS, the updated MSRP will be added to the PO without a formal amendment. Updated MSRP changes cannot be applied to release orders executed prior to CMS BOSS approval.

2.5.2 Model Year Economic Adjustment for PPV and SSV Vehicles

2.5.2.1 In the event the vendor's quoted price for the vehicles covered by this contract should increase due to manufacturer's mandated changes in standard equipment on the vehicle from model year to model year, the contract price(s) may, upon submission of written proof of such

increase, and approval by the State of Illinois, be adjusted by an amount sufficient to compensate the vendor for such increase.

2.5.2.2 The claim for such adjustment must include, as applicable, a certification from the Vendor verifying cost at the time of the award and at the time of the requested increase and a letter from the Manufacturer verifying the increase.

The increase will be only applicable to the manufacturer's cost to the Vendor, no increase or change in the vendor's overhead, profit or other factors will be approved.

2.5.2.3 The State reserves the right to ask for invoices, published price lists, or any other evidence establishing vendor's cost to support the requested increase.

2.5.2.4 In all cases, the vendor must file a claim for such adjustment at the beginning of the new model year before delivery of vehicles to ordering entities.

The increase shall be equal to or less than the manufacturer's published dealer cost.

2.5.2.5 Claims for economic adjustment will not apply to release orders executed prior to the date CMS approved the requested increase.

2.5.2.6 Once approved by CMS, contract pricing will be adjusted without a formal amendment.

2.5.2.7 If the vendor has excessive complaints filed against them for non-delivery or poor quality, the request may be denied until such time as all past complaints are resolved.

2.5.2.8 In the event the price should decrease due to manufacturer's mandated changes in standard equipment for a model year during the contract period, the vendor shall adjust the price downward to completely and precisely account for such decrease. Such decreases shall become effective upon the effective date of the manufacturer's mandated change. It is the responsibility of the vendor to notify CMS of any such decrease.

2.5.3 Market Adjustment

2.5.3.1 An economic adjustment which is not based on the model year may be requested by the Vendor or the State to the price of all Contract Line Items. The State may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following

criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit or overhead of any kind.

2.5.3.2 If approved by the State, such economic adjustments not based on the model year are limited to one upward price adjustment during any given twelve (12) month period.

2.5.3.3 Verifiable documentation of such changes, including but not limited to, invoices or official price bulletins, etc., from the Vendor's supplier, shall be provided with the request for economic adjustment in order to substantiate any requested change. The State reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, as published by the US Department of Labor, Bureau of Labor Statistics). The State also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

2.5.3.4 In all cases, the vendor must file a claim in writing for such adjustment prior to the delivery of goods. In any event, the claim for such adjustment will not apply to release orders provided prior to the date the BOSS approved the economic adjustment request.

2.5.3.5 If the vendor has unresolved complaints filed against it for non-delivery of or poor-quality service, the increase request may be denied until such time as all past complaints are resolved to the satisfaction of the State.

2.5.3.6 Once the increase is approved by CMS, contract pricing will be adjusted without a formal amendment.

For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 MAXIMUM AMOUNT: This joint purchase master contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has a term of five (5) years commencing upon the last dated signature of the Parties.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: not applicable

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (*http://www.state.il.us/agency/idol/index.htm*) to ensure understanding of prevailing wage requirements.

4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed, and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 SUBCONTRACTING: For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or

completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

4.5 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

4.6 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 CONFIDENTIAL INFORMATION: Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received

in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount

required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses, and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees, or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions, and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages, or expenses, including without limitations, reasonable attorney's fees, and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute with a law enforcement component.

5.3. "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government and (3) has a law enforcement component.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.4. The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies with law enforcement component.

5.5. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies with law enforcement component.

5.6. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency with law enforcement component.

5.7. Vendor shall bill each governmental unit or qualified not-for-profit agency with law enforcement component separately for its actual share of the costs of the supplies or services purchased.

5.8. The credit or liability of each governmental unit or qualified not-for-profit agency with law enforcement component shall remain separate and distinct.

5.9. Disputes between vendors and governmental units or qualified not-for-profit agencies with law enforcement component shall be resolved between the affected parties.

5.10. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☒ Other (describe)

5.11 COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	SUTTON FORD, INC.
CONTACT PERSON:	SCOTT OUREDNIK
CONTACT EMAIL:	SOUREDNIK@SUTTONFORD.COM

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

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

Section IV: Certification

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

Printed Name: SCOTT OUREDNIK_____ Signature: [redacted]

Title: COMMERCIAL ACCOUNT MANAGER_____ Date: 09/29/2025_____

Rev. 1-2025

Sutton Ford COMMERCIAL & FLEET

SUTTON FORD INC.
21315 CENTRAL AVE.
MATTESON IL 60443

INVOICE

Thursday, November 13, 2025
DATE

PURCHASER'S NAME

DUPAGE COUNTY

STREET ADDRESS

421 N COUNTY FARM ROAD

CITY	STATE	ZIP	BUS PHONE
WHEATON	IL	60187	630-407-6931

PLEASE ENTER MY ORDER FOR THE FOLLOWING NEW ☑ USED ☐ SUV ☑ TRUCK ☐ CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2026	FORD	ESCAPE	AWD SUV	BLACK	ACTIVE	TUA02361

VIN NO.	[redacted]	MILES	8	SALES REP	Scott Ourednik

2026 FORD ESCAPE ACTIVE AWD		$34,585.00	*TRADE-IN INFORMATION*		
			MAKE OF USED VEHICLE		
GOVERNMENT DISCOUNT		$2,000.00	YEAR		
			MODEL		
DELIVERY		$300.00	VEHICLE IDENT. NO.		
ALL WEATHER FLOOR MATS		$250.00	MILEAGE		
STATE CONTRACT # 22-416CMS-BOSS4-B-41049			TRADE VALUE		
LINE 201					
SUBTOTAL		$33,135.00	*FLEET SALES INFORMATION*		
ELECTRONIC FILING FEE		$0.00	ORDERING FIN	QB382	
DOCUMENTATION FEE		$0.00	END USER FIN	QB382	
ILLINIOS SALES TAX	7.25%	$0.00	SALES TYPE	3	
COUNTY TAX- COOK	1.00%	$0.00	GPC DISCOUNT		
CITY OF CHICAGO TAX	1.25%	$0.00	GPC REF #		
COOK COUNTY WHEEL TAX		$0.00	56A/CPA DISCOUNT		
LICENSE, TRANSFER, TITLE		$0.00	56M DISCOUNT		
EXTENDED SERVICE CONTRACT		$0.00	RETAIL REBATE #		
TOTAL PRICE		$33,135.00			
CASH DOWN PAYMENT		$0.00			
REBATE		$0.00			
TOTAL DOWN PAYMENT		$0.00			
UNPAID CASH BALANCE DUE ON DELIVERY		**$33,135.00**			

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby ***THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF $303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.***

ACCEPTED BY: _____
PURCHASER'S SIGNATURE
DATE 11/13/2025

ACCE [redacted]
DEALER OR HIS AUTHORIZED REPRESENTATIVE
DATE 11/13/2025

Judicial/Public Safety Requisition under $30,000

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

File #: 25-2800 **Agenda Date:** 11/18/2025 **Agenda #:** 6.O.

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2766	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $29,832.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/18/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $29,832.00
	CURRENT TERM TOTAL COST: $29,832.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: LexisNexis, a division of RELX Inc.	VENDOR #: 23985	DEPT: Public Defender	DEPT CONTACT NAME: Jeff York
VENDOR CONTACT: Matthew W. Smith	VENDOR CONTACT PHONE: 937-865-1963	DEPT CONTACT PHONE #: 630-407-8300	DEPT CONTACT EMAIL: Jeff.York@dupagecounty.gov
VENDOR CONTACT EMAIL: matthew.smith.1@lexisnexis.com	VENDOR WEBSITE: www.lexisnexis.com	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
To purchase 50 attorney and non-attorney passwords for LexisNexis, a division of RELX Inc. Online Legal Research for the Public Defender's Office.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Previous contract was for LexisNexis, a division of RELX Inc. .

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Shepard's Citations Service, Legal Issue Trail, a patented research tool increasing the accuracy of research, Valuable information about your documents' legal topics, Case headnotes from LexisNexis, a division of RELX Inc. contain language directly from court opinions.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. N/A
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. N/A

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: LexisNexis, a division of RELX Inc.	Vendor#: 23985	Dept: Public Defender	Division:
Attn: Matthew W. Smith	Email: matthew.smith.1@lexisnexis.com	Attn: Melissa Buckardt	Email: Melissa.Buckardt@dupagecounty.gov
Address: 9443 Springboro Pike	City: Miamisburg	Address: 503 N, County Farm Road, 3rd Floor	City: Wheaton
State: Ohio	Zip: 45342	State: Illinois	Zip: 60187
Phone: 937-865-1963	Fax:	Phone: 630-407-8303	Fax: 630-407-8310
Send Payments To:		*Ship to:*	
Vendor: LexisNexis, a division of RELX Inc.	Vendor#: 23985	Dept: Public Defender	Division:
Attn: Accounts Receivable	Email: account.receivable@lexisnexis.com	Attn: Jeff York	Email: Jeff.York@dupagecounty.gov
Address: 28544 Network Place	City: Chicago	Address: 503 N, County Farm Road, 3rd Floor	City:
State: Illinois	Zip: 60673-1285	State: Illinois	Zip: 60187
Phone: 800-543-6862	Fax:	Phone: 630-407-8300	Fax: 630-407-8310
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 1, 2026	Contract End Date (PO25): Mar 31, 2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	8	EA		One year contract to purchase LexisNexis, a division of RELX Inc.on-line legal research for the period of 4/1/26-3/31/26	FY26	1000	6300	52200		2,486.00	19,888.00
2	4	EA		One year contract to purchase LexisNexis, a division of RELX Inc.on-line legal research for the period of 4/1/26-3/31/26	FY27	1000	6300	52000		2,486.00	9,944.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 29,832.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. The contract is for on-line legal research and public record research for attorneys and investigators.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. 1st allowed invoice date of 4/01/26.
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.

August 28, 2025

LexisNexis®, the pioneer of the online legal research industry, is the sole and exclusive provider of Lexis+ AI® with Protégé™ (Protégé). Market research indicates user preference for Protégé over our closest competitor. Unique advantages of Protégé include the ability to:

- Conduct **voice-to-text** interaction by speaking a prompt. The feature transforms up to five minutes of natural speech into structured, high-accuracy text in real time.
- Generate **personalized work product** tailored to your preferences, your specialized past work, and leading LexisNexis content.
- Deliver **next-level, full, comprehensive legal documents** tailored to your past work product, preferences, and case fact patterns.
- **Leverage existing content** from your current draft, from other internal work product, or from LexisNexis model documents.
- Ask **complex legal questions**.
- **Summarize and *Shepardize*** case law.
- **Upload and analyze** your legal documents.
- **Assisted AI prompting**.
- Increase your impact in a streamlined, generative AI-powered workflow **across LexisNexis and Microsoft**.
- Create **secure databases** with Vault.
- Generate **updated clause language** you need to optimize your position.
- Prevent **hallucinated text** from showing up as authoritative content.
- Conduct research in a **secure environment**: independently-trained models with secure, siloed user sessions; SOC2-Type I & II Compliant with AES 256-bit and TLS 1.2 encryption; and commercial-grade, private cloud infrastructure with no vendor monitoring.
- Access **broader Content**: Protégé provides exclusive access to a large language model fueled by not only case law and statutes but by exclusive content such as Matthew Bender secondary sources and fundamental resources such as court rules, constitutions, and agency decisions that are essential for your work. Competitors currently only offer limited primary law sources.

Given the clear advantages of LexisNexis for content, features, speed, integration, citations, and technology, we believe we are the only vendor equipped to meet your needs.

AS OF THE EFFECTIVE DATE, THESE TERMS & CONDITIONS GOVERN YOUR USE OF ANY LEXISNEXIS PRODUCTS OR SERVICES LINKING TO THEM. THE FOREGOING CONSTITUTES NOTICE UNDER SECTION 8.1 BELOW.

General Terms and Conditions

Effective Date: October 31, 2025

These General Terms and Conditions ("GTC") govern your use of the online services (the "Online Services") and materials available therein ("Materials") provided by the LexisNexis entity identified in your Agreement and its Affiliates (collectively "LN").

The terms "you", "your", "Customer", or "Subscriber" shall mean the legal entity or government agency, accessing the Online Services. These GTC incorporate required flow-through terms in the Supplemental Terms (located at https://www.lexisnexis.com/en-us/terms/supplemental.page (https://www.lexisnexis.com/en-us/terms/supplemental.page)) and, for unsubscribed Materials, the Pricing Schedule.

"Agreement," when used below, means the subscription agreement you have with LN for the provision of specific Online Services, which incorporates these GTC by reference.

"Affiliate" as used herein means a corporation, partnership, or other legal entity that controls, is controlled by, or is under common control with that party, either directly or through another Affiliate, but only while that control relationship exists; "control" of an entity means the power to direct the management and policies of that entity through a controlling vote on the board of directors or similar governing body of that entity or the ownership of interests entitled to more than 50% of the votes of that entity.

Unauthorized access or use of the Online Services or Materials is prohibited and our rights will be enforced in accordance with these GTC. Payment for unauthorized use will be immediately owed to LN.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE

1.1 Subject to Section 1.2, and in accordance with applicable law, you and your Authorized Users are granted a non-exclusive, non-transferable, limited right to access and use, in the ordinary course of your business, the Online Services and Materials as follows:

(a) so long as performed via Online Services functionality
  (i) share Materials with other Authorized Users,
  (ii) make printouts of the Materials, and
  (iii) download Materials,

Materials (other than Materials containing Restricted Data) to persons who are not Authorized Users;

(c) excerpt or quote insubstantial portions of the Materials; and

(d) store Materials to the extent required for legal or regulatory compliance.

1.2 The rights at Section 1.1 are limited as set out below. You may not:

(a) Access or use the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited without our express prior written permission.

(b) except under Section 1.1(d),

(i) download and store Materials in a database; or

(ii) store copyrighted Materials for more than ninety days;

(c) offer any part of the Online Services or Materials to any third party for commercial resale or commercial redistribution;

(d) use the trademarks, service marks or logos of LN, its affiliates or third-party licensors without express prior written consent;

(e) remove or obscure copyright or other notices contained in Materials;

(f) with regard to a consumer (as defined by applicable law), use information included in the Online Services or Materials

(i) for any consumer debt use (as defined below), including the collection of a consumer debt; or

(ii) to determine a consumer's eligibility for:

(A) credit or insurance for personal, family, or household purposes;

(B) employment; or

(C) a government license or benefit.

(g) attempt to reverse engineer or otherwise derive any of the computer programs, source code or methodology related to the Online Services;

(h) use any of the Materials to train (or facilitate the training of) large language models, machine learning models, generative AI, or other similar technologies ("AI Technologies" or "AI Technology"). The uploading or submission of Materials into third party applications, software or websites that utilize AI Technologies is prohibited unless approved in writing by LN;

(i) use Restricted Data or Regulated Data for any marketing purposes;

(j) use the Online Services or Materials to compete with LN or its affiliates; or

(k) use the Online Services or Materials in violation of applicable law.

1.3 As used herein "consumer debt" includes any obligation or alleged obligation of a consumer to pay money arising out of a transaction for personal, family or household purposes in which a creditor grants a right to a debtor to defer payment of debt or to incur debts and defer its payment or to purchase property or services and defer payment.

1.4 Restricted Data. Some of the information contained in the LN Services may be (a) "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA") and is regulated by the GLBA ("GLBA Data") or (b) "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data" and together with GLBA Data, the "Restricted

through the LN Services in any manner that would violate the GLBA, the DPPA, or any similar state or local laws, regulations and rules. Customer may be required to certify its permissible use of Restricted Data.

1.5 Health Data. To the extent that LN acts as a Business Associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the LN Services will operate in compliance with HIPAA and its implementing regulations. Notwithstanding the foregoing, you are solely responsible for ensuring that any data, content, or information that you upload, transmit, or otherwise make available through the LN Services will comply with all applicable laws, including HIPAA. You acknowledge that LN does not monitor, review, or verify such content for compliance purposes. The LN Business Associate Addendum is found here https://www.lexisnexis.com/en-us/terms/business-associate-addendum.page (/en-us/terms/business-associate-addendum.page) and is incorporated by reference herein.

1.6 You agree to indemnify, defend, and hold LN harmless for all third-party claims, damages, costs, fines and expenses that LN may incur as a result of any content uploaded by you to the Online Services, excluding LN Materials.

1.7 All right, title, and interest in the Online Services and Materials belongs to LN or its third-party suppliers of Materials. LN grants no rights to you except those stated in this Section.

2. ACCESS TO SERVICES

2.1 Only your employees (including temps), students, partners, members, owners, shareholders, and contractors (to the extent performing dedicated work exclusively for you) are eligible to access and use the Online Services and Materials under your Agreement. You will identify to LN persons requesting an LN ID (upon issuance, each an "Authorized User"). External professional service providers are not eligible to be Authorized Users.

2.2 An LN ID can only be used by its assigned Authorized User and must be deactivated if the individual is no longer an Authorized User.

2.3 You are responsible for use of the Online Services with any LN ID issued to you, including associated charges. You will use reasonable commercial efforts to prevent unauthorized use of LN IDs assigned or issued to you and will promptly notify LN, in writing, if you suspect that an LN ID is lost, stolen, compromised, or misused.

2.4 To comply with local privacy, data protection and other laws, each LN ID is country specific and may not be used outside the country for which it is issued, except for short periods not to exceed 30 continuous days. If LN suspects use of an LN ID outside the country of issue for a period in excess of 30 continuous days, LN may suspend the LN ID or require you to use and pay for an LN ID for the relevant country. On request, LN will issue a geographically compliant LN ID, subject to any applicable additional costs.

3. SANCTIONS Your use of the Online Services is further subject to the Sanctions Clause (https://www.lexisnexis.com/global/sanctions-clause/en.page) incorporated herein by reference. Sanctions Clause incorporated herein by reference.

4. PRODUCT FUNCTIONALITY

4.1 The Online Services, Materials, and functionality within the Online Services may be enhanced, added to, reorganized, combined or (subject to Section 8 below) withdrawn or otherwise changed by LN without notice.

4.2 Subject to Section 4.1, the Online Services enable Authorized Users to:

(a) create work folders or workspaces ("Folders") from within research sessions that are associated solely with their respective LN IDs. Folders allow Authorized Users to save copies of Materials, as well as comments, and annotations. Folders are exclusively controlled by your Authorized Users, and you are solely responsible for their content. LN will not access or review the content of Folders, except to the extent necessary to facilitate functions of the Online Services or to comply with legal obligations. LN has no obligation to provide the content of Folders to you or your Authorized Users after the termination of your Agreement; and

(b)upload Subscriber Files into certain AI Services (as defined in 4.3) where such Subscriber Files are hosted and/or stored by LN. Subscriber will have secured all necessary rights from its clients or data-sources to utilize their information in Subscriber Files. LN disclaims any warranty or liability, of any kind, for the accuracy of data in reports generated using Subscriber Files and disclaims responsibility for any results obtained through Subscriber-designed and - generated reports using the AI Services. Upon termination or expiration of this Agreement, LN will provide Subscriber with an opportunity to export or retrieve Subscriber Files stored in the Online Services. After a reasonable period of not less than 60 days from the effective date of termination, LN reserves the right to permanently delete all Subscriber Files stored in the Online Services unless otherwise required by law to retain such data. Upon request by Subscriber made before or within sixty (60) days after the effective date of termination, LN will make available to Subscriber, in a mutually agreed upon format and medium, a file of Subscriber Files.

4.3 AI Services

(a) Some of the Online Services utilize AI and other technologies, including generative AI (the "AI Services"). AI Services may contain various functionalities and features, which include features that collate and organize, create summaries, use voice transcription, provide analysis and otherwise manipulate content, as well as the ability to create content such as emails, contract clauses, summaries or other legal documents. AI systems may not be accurate or error-free, and Authorized Users are responsible for verifying any information provided in the Online Services. AI is not a substitute for independent professional advice.

(b) LN represents and warrants that (x) Subscriber inputs and Subscriber Files (as defined in the Section 4.9) uploaded by Subscriber into the AI Services will not be used by LN to train any large language model(s) and (y) any Subscriber Files uploaded by Subscriber into the AI Services shall be treated with at least the same standard of care as required of confidential information under Section 12.1 of this Agreement.

(c) As used herein, "AI Services" expressly excludes third party services accessed via open web or web search functionality within the LN Services, including, without limitation, products labelled "General

(/en-us) for the results of General AI, including its accuracy, completeness, legality, reliability, or availability. Access to and use of any General AI is at your sole risk and may be further subject to the terms and conditions of the third-party providers of such General AI services. To the fullest extent permitted by law, LN disclaims all liability arising from or relating to General AI, including any damage, loss, or harm of any kind incurred as a result of your use of or reliance on such content or services.

4.4 LN does not claim intellectual property rights in any content created by your use of the AI Services ("Output") except to the extent that the Output includes Independent Content. "Independent Content" means any work of authorship in the data that is subject to a copyright (1) owned by LN or (2) owned by a third party and licensed to LN with the right to sublicense to customers of the Online Services.

4.5 You acknowledge and agree that Output may include content subject to third party intellectual property rights, including rights that may limit your use of such Output, and LN offers no representation or warranty to the contrary, express or implied.

4.6 If LN's third-party cloud services fail or significantly degrade resulting in a material impact to the AI Services, and an alternative is available under the specific circumstances, you authorize LN to failover from the primary AI Services hosting location to a secondary location provided by LN's existing AI cloud providers, which may not be in the same country. You can opt out of such failover process at any time during the term of your Agreement by giving 30 days' written notice to LN.

4.7 If you opt out of failover process as described in Section 4.6, LN will not initiate failover for your affected AI services, and you waive all claims or remedies you may have against LN related to the loss, interruption, or degradation of AI services due to the failover event or related to your opting out of the failover process. This waiver includes claims for damages, service credits, refunds, or termination rights that may otherwise be available under the Agreement or applicable law.

4.8 LN will make commercially reasonable efforts to maintain the same service levels and performance standards for AI Services hosted on the secondary location as those on the primary location. You accept that some performance or functionality degradation may occur during and immediately after a failover.

4.9 "Subscriber Files" means files (including voice recordings for transcription) that you or your Authorized Users upload to the Online Services (inclusive of any of Subscriber's client's information). You represent and warrant that Subscriber Files do not violate applicable law or infringe the rights of any third party. Uploading Subscriber Files to the Online Services shall not give rise to any claim of ownership in the Subscriber Files by LN. Unless otherwise stated herein, Subscriber Files will be processed in a non-persistent state, secured in transit, and are purged automatically at the end of a user session or a period of inactivity, whichever occurs first. Subscriber Files do not include Prompts (in Section 4.10).

4.10 Prompt Retention. Certain features of the Online Services, including those utilizing AI technology, permit an Authorized User to enter or create a prompt (a "Prompt"), including Prompts requesting the summarization or analysis of text entered into the Prompt by the Authorized User. You represent and warrant that your Prompts (or any portions thereof) do not violate applicable law or infringe the rights of any third party. The retention of Prompt history and its deletion is within the control of the Authorized User.

5. LIMITED WARRANTY

5.1 LN represents and warrants it has the right and authority to make the Online Services and Materials available to you and your Authorized Users.

5.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 5.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD-PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER.

6. LIMITATION OF LIABILITY

6.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from:

(a) errors or omissions in the Online Services or Materials;
(b) the unavailability of the Online Services or any Materials;
(c) your use of the Online Services or Materials; or
(d) the loss or corruption of any data or equipment in connection with the Online Services.

6.2 "Covered Party" means LN, its affiliates, any third-party supplier of Materials, and any of their respective officers, directors, employees, subcontractors, agents, successors, or assigns.

6.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS OR THIS AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

6.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LAWYERS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS OR THIS AGREEMENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO (a) A PARTY'S INDEMNITY OBLIGATIONS, (b) CLAIMS OR DAMAGES ARISING FROM YOUR (AND YOUR AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY (c) MISAPPROPRIATION OF PROPRIETARY DATA IN THE ONLINE SERVICES OR (d) YOUR UNAUTHORIZED DISCLOSURE OF LN'S DATA SECURITY INFORMATION.

7. INDEMNIFICATION

harmless against any losses or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials provided:

(a) all use of the Online Services and Materials was in accordance with this Agreement;

(b) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or Materials with or into other products or applications not approved in writing by LN;

(c) LN receives prompt notice of any such claim; and

(d) LN has the right to control and direct the investigation, defense and settlement of each such claim

(e) You reasonably cooperate with LN with respect to the foregoing.

(f) If the Online Services or Materials become, or in the opinion of LN are likely to become, the subject of a claim of infringement, LN may, at its option and expense, either:

(i) procure for you the right to continue using the Online Services or Materials;

(ii) replace or modify the Online Services or Materials so that they become non-infringing; or

(iii) if options (i) or (ii) are not reasonably available, terminate your Agreement on notice to you and grant you a pro-rata refund or credit (as applicable) for any pre-paid fees or fixed charges.

7.2 The provisions of this section shall constitute your sole and exclusive remedy for the respective specified matters.

8. CHANGES AND MODIFICATIONS

8.1 These GTC, including the Supplemental Terms, the Online Services, and the Materials may be changed by LN without notice to you upon posting on this site, provided that such changes will only be applied prospectively and not be specifically directed against you. Continued use of the Online Services following the effective date of any change constitutes acceptance, but does not waive your rights under Section 9.

9. TERMINATION

9.1 You may terminate your Agreement if any change under Section 8 causes a material degradation in your access to the Online Services regularly used by you in the ordinary course of business or materially adversely affects your rights under this Agreement. For termination to be effective, notice thereof must be received by LN within 90 days of the date of the change, referencing this section and specifying in reasonable detail the facts and circumstances you allege give rise to your right to terminate. Upon receipt, LN shall have 30 days to cure the condition or circumstances alleged to constitute such material degradation or material adverse effect. Changes to the GTC in accordance with regulatory or legal requirements, or for compliance purposes, shall not give rise to the termination right described in this Section 9.1.

9.2 LN may terminate your Agreement for convenience with no less than 10 days written notice.

to the Online Services as reasonably necessary to protect LN's rights and interests under these GTC.

9.4 Upon termination, your rights to use or access the Online Services and Materials immediately cease.

10. PRIVACY AND DATA SECURITY

10.1 The ability of LN to provide Materials is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions ("Data Laws") and by the licenses under which it obtains Materials ("Licenses"). You acknowledge that LN will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, non-public Materials about individuals. You also acknowledge that LN will perform periodic reviews of you and your Authorized Users' use of Materials subject to Data Laws or Licenses ("Regulated Data") to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorized Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorized Users will cooperate with LN in any such due diligence or regulatory review and will promptly produce all relevant records and documentation and other assistance reasonably requested by LN to enable LN to fulfill its obligations under Data Laws and Licenses. All reviews will be at the expense of LN. If there is any failure to cooperate with LN, or if any review reveals the lack of a permissible purpose to access Regulated Data, LN may deny access to the Online Services or to Regulated Data. LN will be under no obligation to reduce the fees payable by you to the extent that it is unable to provide Regulated Data to you based solely on your non-cooperation.

10.2 If you, any of your Authorized Users, or any person you or your Authorized Users permits to use the Online Services or who gains access through an Authorized User's failure to properly secure his or her LN ID or computer (a "User") should access or use Regulated Data in an unauthorized manner (a "Security Event"), then the following provisions will apply: (a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference LN or the product through which the Regulated Data was provided, nor will LN be otherwise identified or referenced in connection with the Security Event, without the express written consent of LN; (d) you will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User and you will indemnify LN for any third-party claims directed against LN that arise from the Security Event; and (e) all notifications and indemnity claims related to the Security Event will be solely at your expense.

10.3 You are responsible for the legality of the personal data that you or your Authorized Users provide to us. To the extent that you or your Authorized Users provide personal data to us for account registration or otherwise, the parties acknowledge and agree that we will process such information in accordance with the data protection laws, the LexisNexis Privacy Policy at https://www.lexisnexis.com/global/privacy/privacy-policy.page (https://www.lexisnexis.com/global/privacy/privacy-policy.page) and the LexisNexis Data Processing Addendum at https://www.lexisnexis.com/global/privacy/processing-terms.page (https://www.lexisnexis.com/global/privacy/processing-terms.page). Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

11. NOTICES

11.1 Notices must be given:

(a) by certified next day delivery where you and LN are in the same country; or
(b) by certified airmail where you and LN are in different countries.

Notices to LN must be sent to LexisNexis, Attn: Global Legal Operations, 9443 Springboro Pike, Miamisburg, OH 45342, or to notices@lexisnexis.com (mailto:notices@lexisnexis.com) (provided that notices of LN's breach, or your tendering of indemnification to LN must be marked as urgent in the subject line).

Notices to you of breach, termination, or of the triggering of an indemnification obligation may be sent to you at any of your addresses listed in your Agreement. LN may provide any other required notices to you via the Online Services.

12. MISCELLANEOUS

12.1 Confidentiality

(a) The parties will maintain Confidential Information in trust and confidence and will not disclose Confidential Information (i) internally, except on a need to know basis, or (ii) to any third party, except to a party's legal advisors, accountants, service providers and auditors who need access to the Confidential Information to provide professional services to the party. Disclosing Confidential Information to Advisors shall be governed by Section 12.1(c) below. Both LN and Subscriber understand that disclosure of Confidential Information could cause competitive harm to the other party.

(b) Notwithstanding anything to the contrary herein, LN and Subscriber agree that Confidential Information shall not include information that (i) is already known to the receiving party ("Recipient") at the time it is obtained from the disclosing party ("Discloser"), free from any obligation to keep such information confidential; (ii) is or becomes publicly known or available through no wrongful act of Recipient; (iii) is rightfully received from a third party without restriction and without breach of this Agreement; (iv) is contained in, or is capable of being discovered through examination of, publicly available records or products; (v) is required to be disclosed by law, regulation, or court order (provided that Recipient shall notify Discloser in advance in order to afford the Discloser an opportunity to seek a protective order to prevent or limit disclosure of the information to third parties); or (vi) is developed by Recipient without the use of any proprietary, non-public information provided by the Discloser. Additionally, LN and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment hereunder, so long as LN or its personnel acquire and apply such information without disclosure of any Confidential Information of Subscriber.

Advisor) provided Subscriber provides prior written notice to LN and the Advisor executes a nondisclosure agreement in a form and substance reasonably acceptable to LN that requires the Advisor to use Confidential Information solely for providing services to Subscriber and prohibits the Advisor from divulging, using or otherwise releasing the Confidential Information to other parties. The foregoing shall not apply to Subscriber's accountants, auditors, or retained legal counsel. LN will provide Subscriber with a copy of such an agreement at Subscriber's request

(d) As used herein, "Confidential Information" means (A) for LN, any written subscription agreement between Subscriber and LN, the invoices and billing information issued under it, and related correspondence and documents that contain confidential pricing and business information of LN and any non-public information about pre-market release products and services; and (B) for Subscriber, client or customer names, financial information, work product and other non-public proprietary information.

12.2 No party will be liable for any damage, delay, or failure of performance resulting directly or indirectly from a Force Majeure Event. If a Force Majeure Event occurs, the affected party will notify the other party and take commercially reasonable efforts to mitigate the adverse effects of the Force Majeure Event on its obligations under your Agreement. This section does not excuse your obligation to pay for Online Services actually received. As used herein, "Force Majeure Event" means: a cause which is beyond a party's reasonable control, including without limitation, fire, riot, civil disturbance, strike (other than a strike by that party's employees), embargo, explosion, natural disaster, epidemic, pandemic, act of military authority, act of terrorism, act of God, government requirement or delay, change in law or regulation, disruption or outage of communications, power or Internet infrastructure.

12.3 EACH PARTY HEREBY UNCONDITIONALLY, KNOWINGLY, EXPRESSLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL TO THE FULLEST EXTENT PERMITTED BY LAW IN ANY SUIT, ACTION, DISPUTE OR PROCEEDING, WHETHER BY CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY OR AGAINST SUCH PARTY OR IN A REPRESENTATIVE CAPACITY, ARISING OUT OF, CONCERNING OR IN ANY WAY RELATING TO THE USE OF THE ONLINE SERVICES OR THE AGREEMENT.

12.4 Certain aspects of the Online Services, including the General AI Services, may link to websites or services operated by third parties unaffiliated with LN. Such links are provided for your convenience only. LN does not control, endorse or warrant the materials contained in such third-party websites and is not responsible for their content. Use of such third-party websites is at your own risk and you agree that LN is not responsible for such third-party websites and services or their content, and you agree to indemnify and hold LN harmless from all claims or liability arising from your use of such third-party websites or services.

12.5 LN is continuously developing and improving its products and services. LN may ask you or certain of your Authorized Users to provide feedback including, but not limited to, proposed names, survey responses, research study participation, or user experience insights ("Feedback") about, among other things, its pre-commercial concepts, branding, and/or pre-release versions of new or existing products and services (collectively, "Beta Products"). LN is free to incorporate and implement any Feedback into LN products or services without payment of current or future royalties or compensation. In consideration of your participation in and access to Beta Product development, you hereby assign to LN all rights, title, and

irrevocable, royalty-free, exclusive, transferable, worldwide license to use Feedback for all purposes and with all products now known or later created. You acknowledge that any (a) Feedback not already publicly known when disclosed to LN or (b) information disclosed to you about the features or functionalities of the Beta Product are the Confidential Information of LN. You consent to LN recording your Feedback. You relinquish any rights to the recording and understand the recording may be copied and used by LN without your further permission. LN will not use your name in endorsing LN products or services without your prior written consent.

12.6 The failure of you, LN, or any third-party supplier of Materials to enforce any provision or exercise any right under these GTC shall not constitute or be construed as a waiver of such provision or of the right to enforce it later.

12.7 You are liable for all costs of collection incurred by LN in connection with failure to pay for the Online Services, including, without limitation, collection agency fees, reasonable attorney's fees, and court costs.

12.8 You may not assign your rights or delegate your duties under the Agreement without the written consent of LN, which shall not be unreasonably conditioned, delayed or withheld. The Agreement and any amendment thereto shall be binding on and will inure to the benefit of the parties and their respective successors and permitted assigns.

12.9 Except as agreed otherwise in writing, the Agreement shall be governed by and construed in accordance with the laws of the State of New York, regardless of the law that might otherwise apply under applicable principles of conflicts of law.

12.10 This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed, and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

12.11 The Online Services are not, nor are they intended to be, legal, accounting, financial or other professional advice or a substitute for advice of an attorney, accountant or any other professional. The Materials are intended only as general information and are not intended to be and should not be relied upon as legal advice. LN shall not be liable, and shall be held harmless, for any errors or omissions in the Online Services, and You assume all risks and liabilities in relying on the Online Services, contributing to a third party's reliance on the Online Services, or inducing a third party to rely upon the Online Services. If you are a legal professional, you further agree that your use of the Online Services shall comply with all court rules, disclosure rules and all rules of professional and ethical conduct applicable to the legal profession in the location where you practice.

12.12 The Agreement is a commercial agreement between the parties and shall not be deemed a consumer transaction except and solely to the extent expressly required by law.

12.13 Where applicable, each affiliated company of LN and each third-party supplier of Materials has the right to assert and enforce the provisions of the Agreement directly on its own behalf as a third-party beneficiary.

and replaces all prior oral or written communications, representations, proposals, or quotations on that subject matter. Unless otherwise agreed expressly in writing, the terms contained in any purchase order (or similar document) or procurement (or similar) website/portal of Subscriber relating to payment hereunder shall be for Subscriber's internal purposes only (i.e., administrative convenience) and shall not modify or affect any of the terms or conditions of this agreement.

Supplemental Terms:
Supplemental Terms for Specific Materials (https://www.lexisnexis.com/en-us/terms/supplemental.page)

Prior Versions of General Terms

July 24, 2025 (/en-us/terms/general/general-terms-7-24-2025.page)

February 1, 2025 (/en-us/terms/general/general-terms-2-1-2025.page)

November 11, 2023 (/en-us/terms/general/general-terms-11-1-2023.page)

August 1, 2023 (/en-us/terms/general/general-terms-8-1-2023.page)

December 20, 2022 (/en-us/terms/general/general-terms-12-20-2022.page)

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Contact Sales

888-AT-LEXIS (tel:888-285-3947)

Online Form (/en-us/contact-us/contact-us-rep.page)

ntact Support

800-543-6862 (tel:800-543-6862)

Support Page (https://supportcenter.lexisnexis.com/app/answers/answer_view/a_id/1089006

800-456-6004 (tel:800-456-6004)

Service Portal (https://consumer.risk.lexisnexis.com/freeze)

Please visit our Training & Support Center (https://www.lexisnexis.com/en-us/training/default.page) or Contact Us (https://www.lexisnexis.com/en-us/contact-us/contact-us-rep.page) for assistance

advisor&aci=pa)

Law School Portal (https://signin.lexisnexis.com/lnaccess/app/signin?aci=ls&back=https%3A%2F%2Fwww.lexisnexis.com%3A443%2Flawschool)

Nexis® (https://signin.lexisnexis.com/lnaccess/app/signin?back=https%3A%2f%2fadvance.lexis.com%3A443%2fnexis%2f&aci=ndc)

VIEW ALL (/en-us/product-sign-in.page)

SUPPORT & TRAINING

Lexis+® Support (/en-us/support/lexis-plus/default.page)

Lexis® Support (/en-us/support/lexis/default.page)

Practical Guidance Support (/en-us/support/practical-guidance/default.page)

Nexis® Support (/en-us/support/nexis/default.page)

Training on the Go (/en-us/training/default.page)

LexisNexis University (/university/)

Request Training (https://supportcenter.lexisnexis.com)

POLICIES

Privacy Policy (/global/privacy/en/privacy-policy.page)

Consumer Access (/en-us/privacy/default.page)

Trust Center (https://trust.lexisnexis.com/)

Accessibility (/global/accessibility/en/accessibility.page)

Trust Center (https://trust.lexisnexis.com/)

Terms & Conditions (/en-us/terms/default.page)

Cookie Settings

Ad Choices (https://www.lexisnexis.com/systems/privacy-cookies/?locale=en-us#manage)

Your Privacy Choices (/global/privacy/en/privacy-center-us.page)

FOLLOW US

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(//www.facebook.com/lexisnexisus/)

(https://x.com/lexisnexis)

AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - TERM)

"**Subscriber**" **Name: DuPage County Public Defenders Office**
Account Number: 100001WQN
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page.

2. Certification

2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	**50**

2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Lexis+ AI ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ AI Product and Charges

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ AI product offering described below. The term of Subscriber's commitment for the Lexis+ AI product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ AI Content & Features		
Product	**SKU Number**	**Number of Users**
Core Public Records with Smartlinx Person, Business and Location Reports	1004801	50
ALR & AMJUR Library	1011970	50
Everything Courtlink minus Runner	1529045	50

IL National Government Package	1537038	50
Lexis+™ Practical Guidance - State & Local Government	1534660	50
Lexis+ AI™ Access Ask & Summarize	1547529	50

3.2. In exchange for access to the Lexis+ AI Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
Activation - 3/31/2026	$1,006.20
4/1/2026-3/31/2027	$2,486

3.3. Some of the Online Services may allow Authorized Users to upload documents within the LN Online Services, known as the Vault ("Vault"). Subscriber may elect to disable the Vault for its Authorized Users by initialing below.

To have the Vault disabled for your Authorized Users, initial here _____
(Initial)

3.4. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ AI Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here _____
(Initial)

3.5. Use of Lexis+ AI under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6. LN may temporarily suspend access to Lexis+ AI until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer
The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 11/28/2025.

5. Confidential Information
Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. Support and Training
During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ AI through:

(a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

(b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis+ AI or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber:	**DuPage County Public Defenders Office**
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	
Job Title:	
Date:	

AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - TERM)

Customer Information (please print or type)			
Organization Name (full legal name)		DuPage County Public Defenders Office	
Billing Frequency		☐ Monthly	☐ Annually
Tax Exempt (if yes please provide exemption certificate)		☐ Yes	☐ No
New Invoice Contact Person	☐ Yes ☐ No	First & Last Name	Email Address
PO Required?	☐ Yes ☐ No	PO #	
MSA # if applicable			

AGREEMENT ADDENDUM
State & Local Government

This Agreement Addendum (this "Addendum") amends and supplements the terms of the Online Services Agreement between LexisNexis, a division of RELX Inc. ("LN") and DuPage County Public Defenders Office, a city, state, county or other local government agency ("Subscriber"). The Agreement shall consist of Subscriber's agreement (the "Subscriber Contract"), if applicable, the LexisNexis General Terms and Conditions viewable at www.lexisnexis.com/terms/general (the "General Terms"), together with any other LexisNexis contract proposals or other contract documents, all of which are incorporated into the Agreement by reference and made a part hereof (collectively the "Agreement").

1. **Term.** The term of this Addendum shall be coterminous with the Agreement.

2. **Indemnity; Liquidated Damages.** Any provision in the Agreement requiring Subscriber to indemnify and hold LN harmless is deleted and replaced with a provision that requires Subscriber to be responsible for a breach of this Agreement solely to the extent permissible under State law. Any provision in the Agreement requiring LN to indemnify Subscriber is deleted and replaced with the indemnification provision in the General Terms. Any provision providing for the payment of liquidated or cover damages is deleted.

3. **Contract Amendment.** All amendments, modifications, alterations or changes to the Agreement (excluding the General Terms which may be revised as set forth therein), shall be in writing and signed by both parties.

4. **Miscellaneous.**

4.1 Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum.

4.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

4.3 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control. In the event of a conflict between the various contract documents that comprise the Agreement, such conflicts shall be resolved in the following order: the General Terms shall control with regard to access and use of the Online Services, for all other purposes, the order of precedence shall be this Addendum, the Subscriber Contract, and then any other LN contract documents.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Online Services.

AGREED TO AND ACCEPTED BY:

Subscriber: DuPage County Public Defenders Office	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	
Job Title:	
Date:	

LEXISNEXIS A DIVISION OF RELX INC. CONTRACT FOR								
FY2026-27 ENCUMBRANCES								
NEW CONTRACT TERM 4/1/26-3/31/27								
NEW CONTRACT APR-NOV FY-26							**TOTAL**	
1000-6300		$2486.00 X 8 MONTHS = $19888.00					$ 19,888.00	
ENCUMBER FY'26								
DEC-MAR-27								
1000-6300		$2486.00 X 4 MONTHS = $9944.00					$ 9,944.00	
							$ 29,832.00	

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	LexisNexis, a division of RELX Inc.
CONTACT PERSON:	Cynthia Guerrero
CONTACT EMAIL:	cynthia.guerrero@lexisnexis.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

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

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

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

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

- ☐ Yes
- ☑ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

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

Section IV: Certification

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

Printed Name: Camila Barros Signature: [redacted]

Title: Bid Management Analyst Date: 13/11/2025

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

File #: FI-R-0197-25 **Agenda Date:** 11/18/2025 **Agenda #:** 7.A.

ACCEPTANCE AND APPROPRIATION OF THE
SUSTAINED TRAFFIC ENFORCEMENT PROGRAM PY26 GRANT
INTER-GOVERNMENTAL AGREEMENT NO. HS-26-0179, 0402
COMPANY 5000 - ACCOUNTING UNIT 4525
$39,294
(Under the administrative direction of the
DuPage County Sheriff's Office)

WHEREAS, the County of DuPage, through the DuPage County Sheriff's Office, has been notified by the Illinois Department of Transportation that grant funds in the amount of $39,293.38 (THIRTY-NINE THOUSAND TWO HUNDRED NINETY-THREE AND 38/100 DOLLARS) are available to improve highway safety throughout DuPage County through enforcement and media campaigns; and

WHEREAS, to receive said grant funds, the County of DuPage, through the DuPage County Sheriff's Office, must enter into Inter-Governmental Agreement No. HS-26-0179, 0402 with the Illinois Department of Transportation, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the agreement is from October 1, 2025 through September 30, 2026; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. HS-26-0179, 0402 (ATTACHMENT II) between DuPage County and the Illinois Department of Transportation be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of $39,294 (THIRTY-NINE THOUSAND TWO HUNDRED NINETY-FOUR AND NO/100 DOLLARS) be made to establish the Sustained Traffic Enforcement Program PY26 Grant, Company 5000 - Accounting Unit 4525, for the period October 1, 2025 through September 30, 2026; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County Sheriff's Office is authorized to sign Agreement No. HS-26-0179, 0402 as an Authorized Representative; and

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

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

Enacted and approved this 25th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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Agreement No. HS-26-0179
Task Number 04-02

GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Department of Transportation
AND
County of DuPage

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and County of DuPage (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	**Definitions**
Article II	**Award Information**
Article III	**Grantee Certifications and Representations**
Article IV	**Payment Requirements**
Article V	**Scope of Award Activities/Purpose of Award**
Article VI	**Budget**
Article VII	**Allowable Costs**
Article VIII	**Lobbying**
Article IX	**Maintenance and Accessibility of Records; Monitoring**
Article X	**Financial Reporting Requirements**
Article XI	**Performance Reporting Requirements**
Article XII	**Audit Requirements**
Article XIII	**Termination; Suspension; Non-compliance**
Article XIV	**Subcontracts/Subawards**
Article XV	**Notice of Change**
Article XVI	**Structural Reorganization and Reconstitution of Board Membership**
Article XVII	**Conflict of Interest**
Article XVIII	**Equipment or Property**
Article XIX	**Promotional Materials; Prior Notification**
Article XX	**Insurance**
Article XXI	**Lawsuits and Indemnification**
Article XXII	**Miscellaneous**
Exhibit A	**Project Description**
Exhibit B	**Deliverables or Milestones**
Exhibit C	**Contact Information**
Exhibit D	**Performance Measures and Standards**
Exhibit E	**Specific Conditions**

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

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Illinois Department of Transportation

By: Gia Biagi by Stephane B. Seck-Birhame
Signature of Gia Biagi, Secretary
By: _____
Signature of Designee
Date: 10/30/25 | 12:45 PM CDT
Printed Name: Stephane B. Seck-Birhame
Printed Title: BSPE Bureau Chief
Designee

By: _____
Signature of
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantor Approver

By: _____
Signature of
Date: _____
Printed Name: _____
Printed Title: _____
Third Grantor Approver

By: _____
Signature of
Date: _____
Printed Name: _____
Printed Title: _____
Fourth Grantor Approver

By: _____
Signature of
Date: _____
Printed Name: _____
Printed Title: _____
Fifth Grantor Approver

County of DuPage

[redacted]
Signature of Authorized Representative
Date: 10/27/25 | 5:16 AM PDT
Printed Name: James Mendrick

Printed Title: Sheriff
E-mail: james.mendrick@dupagesheriff.org

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

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PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on 10/01/2025 and expires on 09/30/2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds are estimated to be $39,293.38, of which $39,293.38 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (*see* additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in Part Two and/or Part Three): If the Grantor is to pay a Third Party for grant related goods/services, Grantee will submit invoices, C-13 invoice voucher and/or a BoBS 650 (Rev. 04/02/24) travel voucher along with required supporting documentation directly to the Grantor for payment; or if the Grantor is to pay the Grantee directly for grant related goods/services, Grantee will submit a BSPE 500 claim form, along with required supporting documentation.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 69A37525300004020IL0. The federal awarding agency is National Highway Traffic Safety Administration , and the Federal Award date is 02/26/25, 05/14/2025 . If applicable, the Assistance Listing Program Title is State and Community Highway Safety/National Priority Safety Programs and Assistance Listing Number is 20.600. The Catalog of State Financial Assistance (CSFA) Number is 494-10-0343 and the CSFA Name is State and Community Highway Safety/National Priority Safety Program; 26-0343-11 Sustained Traffic Enforcement Program (STEP). If applicable, the State Award Identification Number (SAIN) is HS-26-0179.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and W7KRN7E54898 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366006551 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit .

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or

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regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or

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permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to $30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act**. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

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ARTICLE IV
PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq*.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

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4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI
BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

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6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs , which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

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Illinois Department of Transportation

Bucksheet

Reset Form

☒ Under $250,000 ☐ Over $250,000

Priority: **Normal**

Office	District / CO	Bureau
Highways Project Implementation		

File Subject	Amount Range
Agreement, Signature	Under $250,000.00

Secretary Explanation

Subject: State and Community Highway Safety/National Priority Safety Program

Project in Relation to: Highway Safety Grant

Description of Action: Executive Signatures for Execution - annual Safety STEP-Enforcement grant

DBE Goal: None

☐ IL Works ☐ Capitol/Stimulus ☐ Notary Required

☒ FY Deadline Fiscal Year Date: 09/30/2026

Consultant Name/Contractor	Letting Date
County of DuPage	

County	District	Job Number	PTB-Item
		n/a	n/a

Amount of Agreement	Route
39293.38	n/a

Section	Phase	Contract Number	Agreement Number
n/a	n/a	n/a	HS-26-0179

State Dollars	Federal Dollars	Local Dollars	Total Dollars
0.00	39293.38	0.00	39293.38

Source of State Fund	% Reimburse from Feds
not applicable	100 %

Remarks:

Agreement was approved to form by OCC attorney Amanda Lundeen on 09/26/2025.

See Marti Meersman for questions.

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(e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final

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expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a

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material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE,** which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII
AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

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(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least $1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least $750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $750,000 in State-issued Awards, but expends at least $500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions

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set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A**, **PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under

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Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

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14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV
NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (*see* Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

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17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII
EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX

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PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX
INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this

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Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII
MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq*.) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for

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this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

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

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

The goal of the Grantor is to increase highway safety through means of safety program grants. The goals of the Highway Safety Program include: reduce motor vehicle crashes, fatalities and injuries; increase proper use of occupant protection devices; and reduce impaired driving. The strategies to implement are enforcement, training, outreach, and education. The Grantee is a selected recipient of the safety program grant to assist the Grantor in meeting its highway safety goal.

The STEP grant focuses on high visibility enforcement (HVE) during specific times and dates of the year. The enforcement efforts are designed to reduce fatalities and serious injuries at some of the deadliest times of the year for vehicle travel. There are six (6) required holiday campaigns and agencies have the option of participating in the optional campaigns and/or additional enforcement. Each agency has different needs and focuses, and the additional enforcement options can be used to help address those issues.

The Grantee shall utilize grant funds to help meet the STEP grant goals by meeting milestones, deliverables, performance standards, and performance measures. The funding shall be issued as per the agreed upon budget pending the FFY26 federal budget, dollar amounts, and dates. In addition, the NHTSA grant funding policy determines allowable costs under specific conditions.

The Grantee shall utilize grant funds to meet desired safety project goals, milestones, deliverables, performance standards, and performance measures as specified in the Attachment of the FFY26 application packet for NOFO 26-0343-11. The funding shall be used as per the agreed upon budget pending the FFY26 federal budget, dollar amounts, and dates. In addition, the NHTSA grant funding policy determines allowable costs under specific conditions. Please see 23 CFR Part 1300, Uniform Procedures for State Highway Safety Grant Programs for allowable costs.

The Grantee is eligible to receive allowable costs as they appear in the approved finalized budget. However, the Grantee may request funding changes to the approved finalized budget should allocated costs need to be redistributed after the commencement of the Agreement.

The STEP grant operates during the federal fiscal year from October 1-September 30 and is funded on a reimbursement basis per the requirements set forth in Part Three of the Agreement. The STEP grant funding line items eligible for reimbursement are personnel services and indirect costs (only where an approved rate has been requested in the application for the Agreement and has been issued provisionally or finalized).

This grant is not for research or development.

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EXHIBIT B

DELIVERABLES OR MILESTONES

I. BSPE 205: The Grantee shall submit the BSPE 205 form via email at DOT.BSPEDATA@illinois.gov within two (2) calendar weeks or fourteen (14) calendar days after completion of each campaign. The BSPE 205 form must be submitted after the following holiday campaigns: Halloween; Thanksgiving; Christmas/New Year's; Super Bowl; St. Patrick's Day; Distracted Driving; Memorial Day; Independence Day; and Labor Day.

The information in the BSPE 205 form must accurately reflect the duties performed during the campaign. All BSPE 205 forms shall be submitted electronically to DOT.BSPEDATA@illinois.gov.

II. Periodic Financial Reporting: The Grantee shall submit the BoBS 2832 form on a regular basis pursuant to Article X and Article XI in the Agreement.

The specifics for reporting the BoBS 2832 form - whether quarterly or monthly- are listed in Exhibit E and Part Three of the Agreement. The required reporting of the BoBS 2832 form was brought about as a requirement for all IDOT grantees regardless of the financial thresholds set forth by Public Act 096-0795 or the Federal Funding Accountability and Transparency (FFATA). The required reporting for the Grantee shall vary from grant to grant. However, the specifics for reporting for this specific Agreement are listed as such:

A. Quarterly reports are due no later than 5:00 p.m. on: January 30, 2026; April 30, 2026; July 30, 2026; and the final report on October 30, 2026. Quarterly reports will consist of: Quarter 1 (October 1, 2025- December 30, 2025 due January 30, 2026); Quarter 2 (January 1, 2026 - March 30, 2026 due April 30, 2026); Quarter 3 (April 1, 2026 - June 30, 2026 due July 30, 2026); and Quarter 4 (July 1, 2026 - September 30, 2026 due October 30, 2026). The Grantee must submit the BoBS 2832 form on or before the corresponding quarterly due datesIn the event that the Agreement is not fully executed until after October 1, 2025, the Grantee shall report Quarter 1 beginning the date the Agreement was fully executed. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit C of the Agreement. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of the Agreement a minimum of twenty-four (24) hours prior to the submission date.

B. Monthly reports are due no later than 5:00 p.m. on: November 30, 2025; December 30, 2025, January 30, 2026; March 2, 2026; March 30, 2026; April 30, 2026; May 30, 2026; June 30, 2026; July 30, 2026; August 30, 2026; September 30, 2026; and October 30, 2026. The due dates are thirty (30) days after the conclusion of each month. Monthly reports shall consist of the following due dates for the entirety of the month listed: October 2025 due November 30, 2025; November 2025 due December 30, 2025; December 2025 due January 30, 2026; January 2026 due March 2, 2026; February 2026 due March 30, 2026; March 2026 due April 30, 2026; April 2026 due May 30, 2026; May 2026 due June 30, 2026; June 2026 due July 30, 2026; July 2026 due August 30, 2026; August 2026 due September 30, 2026; September 2026 due October 30, 2026. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit C of the Agreement. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of the Agreement a minimum of twenty-four (24) hours prior to the submission date.

III. Federal obligations: The grants funding opportunities under NOFO 26-0343-11 may be funded by both the State of Illinois and NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, previously referred to as the Bipartisan Infrastructure Law (BIL P.L. 177-58)) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the IIJA rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

IV. Campaign Specifications:

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A. Mandatory Enforcement Campaigns – these campaigns are a requirement of the grant and agencies must participate. The applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign.

Agencies must participate in the following campaigns with the predetermined enforcement emphasis:

Thanksgiving (Occupant Protection/Impaired Driving)
Christmas/New Year's (Impaired Driving)
St. Patrick's Day (Impaired Driving)
Memorial Day (Occupant Protection)
Independence Day (Impaired Driving)
Labor Day (Impaired Driving)

B. Mandatory Enforcement Campaign Requirements:

The applicant can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign and at least one must be conducted. There are separate requirements and desired outputs for each enforcement type. Each campaign will also have a primary message and enforcement emphasis (e.g. "Click It or Ticket" or "Drive Sober Or Get Pulled Over"). Agencies are encouraged to conduct enforcement campaigns for both Impaired Driving and Occupant Protection. Other traffic safety citations may be issued during mandatory campaigns. Examples of other citations for violations directly relating to contributory causes of crashes would be speeding, electronic device use, failure to yield, disobeying traffic control signal/device, etc., in addition to DUI arrests and seat belt use citations.

1. Occupant Protection Enforcement:

a. A minimum of thirty (30) percent of total mandatory campaign hours for the grant year shall be worked between the hours of 6:00 p.m. and 6:00 a.m.

Nighttime hours can be scheduled when most appropriate by the grant agency. (Example; If an agency's total mandatory and optional campaign hours add up to 100 hours, a minimum of thirty (30) hours must be worked between 6:00 p.m. and 6:00 a.m.). Thus, the agency has the flexibility to schedule nighttime hours when most appropriate during the grant year.

b. Thirty (30) percent of all contacts with the public while working Occupant Protection enforcement should be for occupant restraint violations.

2. Impaired Driving Enforcement:

a. Patrol hours must occur between 6:00 p.m. and 6:00 a.m.

Impaired driving patrol hours may be extended outside of 6:00 p.m. and 6:00 a.m. with pre-approval from the Grantor Contact listed in Exhibit C of the Agreement.

Daytime patrol hours can be conducted BY ARIDE/DRE-TRAINED OFFICERS ONLY between the hours of 6:00 a.m. and 6:00 p.m.

b. All officers conducting grant-funded, alcohol-related enforcement must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour NHTSA DWI Detection and SFST Course or other NHTSA/ILETSB-approved refresher course. To satisfy this requirement, officers must complete an ILETSB-accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. Note: A law enforcement agency may provide in-house training for its own officers conducted by officers from the same agency, provided the trainer is a certified ILETSB SFST instructor. Officers may also attend training at an agency other than their own if the training is conducted by a certified SFST instructor. In these situations, a class

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roster showing all officers who completed the training must be sent to the ILETSB. Upon request, law enforcement agencies must be able to produce verification of compliance with this requirement.

This requirement is to ensure that officers are equipped to handle the complexities of a DUI arrest. The availability of the requisite training is limited. Therefore, BSPE has the authority to waive this requirement for a specific and short period, but only with prior written permission from the Grantee to the assigned Grantor Contact listed in Exhibit C of the Agreement. This waiver is solely intended to provide officers with additional time to complete the required training, and does not extend indefinitely.

C. Optional Enforcement Campaigns – these campaigns are optional. An agency can participate in zero, one, two, three or all of them if they so choose.

Agencies may participate in the following campaigns with the predetermined message emphasis:
Halloween (Impaired Driving)
Super Bowl (Impaired Driving)
Distracted Driving (Distracted Driving)
Child Passenger Safety (Occupant Protection)

D. Optional Enforcement Campaign Requirements:

Like the mandatory campaigns, the applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for the Halloween, Super Bowl campaigns. Distracted Driving and Child Passenger Safety only have one campaign focus, but all campaigns will have a primary message and enforcement emphasis (as seen above). Although the focus of the campaign may be occupant protection, impaired driving, child passenger safety, or distracted driving, your agency can still issue other citations such as but not limited to speeding.

1. Occupant Protection Enforcement:

a. See Mandatory Occupant Protection Enforcement Requirements listed in Exhibit D of the Agreement.

2. Impaired Driving Enforcement:

a. See Mandatory Impaired Driving Enforcement Requirements listed in Exhibit D of the Agreement.

3. Distracted Driving Enforcement:

a. Only conducted in the month of April.

b. No time of day or week requirements.

E. Additional Enforcement - Agencies can apply for funding to conduct additional enforcement along with the mandatory and optional campaigns. The focus, time, and date are completely up to the department based on their traffic enforcement needs but they cannot be used during the mandatory campaign dates. Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

Agencies can apply for funds as one lump sum under this section without defining a specific enforcement type. These additional enforcement funds will be used when the agency decides it is most necessary, as long as it is outside of the mandatory campaign dates. Funds can be used as needed throughout the grant year.

F. Additional Enforcement Requirements:

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a. Additional traffic safety enforcement efforts can be scheduled anytime, day or night outside the mandatory campaign dates.

Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

b. Additional traffic safety enforcement funds cannot exceed fifty (50) percent of the requested mandatory and optional enforcement funds.

c. Agencies shall submit only one (1) BSPE 205 form and one (1) BSPE 500 claim form for the entire month when additional enforcement was worked. The BSPE 205 form must be submitted within two (2) calendar weeks or fourteen (14) calendar days from the end of the month when work was completed. The BSPE 500 claim form shall be submitted within forty-five (45) days from the end of the month when work was completed.

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EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

The Grantee Shall:

A. Improve highway safety through the program as described on the proposal document of the application packet.

B. Create targeted efforts to reduce fatalities and serious injuries for all of the related performance measures associated to this grant. These performance measures are listed below.

1. Total Traffic Fatalities
2. Serious Injuries in Traffic Crashes
3. Fatalities/VMT
4. Unrestrained Passenger Vehicle Occupant Fatalities, All Seat Positions
5. Alcohol-Impaired Driving Fatalities
6. Speeding-Related Fatalities
7. Motorcyclist Fatalities
8. Unhelmeted Motorcyclist Fatalities
9. Drivers Age 20 or Younger Involved in Fatal Crashes
10. Pedestrian Fatalities
11. Bicyclist Fatalities
12. Observed Seat Belt Use for Passenger Vehicles, Front Seat Outboard Occupants (State Survey) *
13. Completeness of Crash Data
14. Racial Profiling Compliance Level

II. Performance Standards shall include:

A. Increased program utilization and/or awareness as described in the NOFO.

B. Statistical analysis of data given by Grantee's BoBS 2832 form to determine direct positive impacts on the safety program as described in the NOFO.

C. Timeliness of corrective actions will be determined on a case-by-case basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, the assigned Grantor Contact listed in Exhibit C of the Agreement, any authorized agent of the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

D. Grant programs must be completed within the timeframe of the Agreement.

E. The Grantee must demonstrate integrity, honesty, and responsibility in the performance of all tasks.

F. The Grantee must be flexible and be open to new and alternate ideas to reduce fatalities and serious injuries.

G. Mandatory and Optional Campaigns:

1. Occupant Protection:
   a. Average a minimum of one (1) traffic enforcement contact for every 60 minutes of patrol.
   b. Thirty (30) percent should be for occupant restraint violations.
      i. Front and back seat child and adult occupants.

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EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT	**GRANTEE CONTACT**
Name: Chris Peters	Name: Frank Bibbiano
Title: Safety Grant Administrator	Title: Project Director
Address: 2300 S Dirksen Parkway	Address: 421 N. County Farm Road
Springfield, IL 62764	Wheaton, IL 60187

GRANTEE PAYMENT ADDRESS
(If different than the address above)

Address: n/a

FOR GRANT ADMINISTRATION

GRANTOR CONTACT	**GRANTEE CONTACT**
Name: Chris Peters	Name: Frank Bibbiano
Title: Safety Grant Administrator	Title: Project Director
Address: 2300 S Dirksen Parkway Springfield, IL 62764	Address: 501N. County Farm Rd Wheaton, Illinois 60187
Phone: 217-558-1717	Phone: 630-407-2084
TTY#: n/a	TTY#: n/a
E-mail Address: christopher.peters@illinois.gov	E-mail Address: frank.bibbiano@dupagesheriff.org

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2. Impaired Driving:
   a. A minimum of one (1) DUI arrest for every fifteen (15) hours of patrol.
   b. Average a minimum of one (1) traffic enforcement contact for every sixty (60) minutes of patrol.

3. Distracted Driving (optional campaign only):
   a. Average a minimum of one (1) traffic enforcement contact for every 60 minutes of patrol.
   b. Fifty (50) percent should be for electronic device use violations.

4.Additional Enforcement:
   a. Average a minimum of one (1) traffic enforcement contact for every 60 minutes of patrol.
   b. Average a minimum of two (2) traffic stops per hour.

H. Campaign Requirements:

For each mandatory, optional, and additional campaign completed, the agency shall:

1. Conduct pre- and post-enforcement activities. Examples: social media; news releases; TV interviews; media events; community education; and court (prosecutors and judges) personnel; etc.

2. Patrols must be continual and spread out over the enforcement campaign period during times of high crash incidence.

3. Obtain and collect data from campaign. Report this information on the BSPE 205 form.

4. Officers are encouraged to issue multiple citations to drivers and/or passengers who have committed multiple violations.

5. The Grantee may be asked to participate in promotional events and regional meetings at the request of BSPE.

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EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

These specific conditions are based upon the Grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this Agreement.

The Grantee shall submit the BoBS 2832 on a regular basis as stated in Exhibit B of this Agreement.

Based on the risks below, the Grantee shall submit the BoBS 2832 QUARTERLY.

No risks Identified.

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PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

Ethics.

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.
e. The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than $10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at $250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for $250,000 or more will require the Grantee to use the Invitation

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for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at $10,000 (or $2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than $20,000.00, ($10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at $100,000.00 and $100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for
$50,000.00 or more for goods and services and $20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than $20,000.00, the Grantee shall comply with the following procurement standards:

($1- $1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

($2,000- $4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

($5,000- $9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.

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4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

($10,000-$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 10/01/25 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit the BoBS 2832 report for the period ending 11/30.

A BoBS 2832 report marked as “Final Report” must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

Additional Reporting Requirements

The Grantee must submit the BoBS 2832 report for the period ending 09/30 - Federal Fiscal Year End Grantee shall submit to Grantor the BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

Renewal: Part II: Renewal

This Agreement may not be renewed.

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PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

Funding Source: NHTSA 402
Assistance Listing: 20.600
FAIN: 69A37524300004020IL0, 69A3752430SUP4020IL0, 69A37525300004020IL0, 69A3752530SUP4020IL0, 69A37525300004020IL0
Award Dates: 11/27/23, 1/16/24, 3/18/24, 4/30/24, 11/25/24, 2/26/25, 05/14/25

I. If the GRANTOR is to pay a Third Party for grant related goods/services, GRANTEE will submit invoices, C-13 invoice voucher and/or a BoBS 650 Travel Voucher form along with required supporting documentation directly to the GRANTOR for payment. These documents shall be submitted to the GRANTOR for review and payment within 30 days of receipt. If the GRANTOR is to pay the GRANTEE directly for grant related goods/services GRANTEE will submit a BSPE 600 Highway Safety Claim (non-STEP) form, along with required supporting documentation to the GRANTOR within 30 days of the end of the service period being reimbursed. GRANTEE may request an extension of time to submit required invoices, C-13's, BoBS 650's or BSPE 600's along with supporting documentation. Extension requests must be submitted to the GRANTOR in writing. GRANTOR must provide GRANTEE with a written approval or denial of a time extension.

II. The GRANTEE shall submit final BSPE 600 forms or invoices for allowable expenditures along with all supporting documentation to the GRANTOR no later than 5:00 P.M. on Monday, November 2, 2026, for any grant-related expenditures that occurred from October 1, 2025 through September 30, 2026. If the GRANTEE cannot meet the Monday, November 2, 2026 deadline for submitting invoices or BSPE 600 forms, the GRANTEE may request a time extension for submitting these documents. Any time extension will be limited in duration to ensure the GRANTOR is able to request federal reimbursement.

III. Should the GRANTEE use third-party vendors for work related to this Agreement, the GRANTEE must submit to the GRANTOR the following documents, if applicable, as soon as they are available: Third-Party Vendor TIN Certification; any contract between the GRANTEE and third-party vendor, including Certs and Assurances and/or Forms A and B, any Purchase Orders if applicable; any COD form related to that contract between the GRANTEE and third-party vendor; and a W-9 if the vendor is not certified in SAMS. GRANTEE may need to provide other documentation not listed if requested by the Illinois Office of the Comptroller in order to establish an obligation.

Any invoices received by the GRANTEE pursuant to this Agreement shall be sent electronically to: DOT.BSPE.Claims@illinois.gov.

IV. All BoBS 650, C-13 invoice vouchers and GRANTEE Payroll schedules shall be signed by an authorized representative of the GRANTEE and include the following:

A. The Appropriation Number;
B. Vendor Name, Address and FEIN;
C. Any vendor invoices including backup documentation;
D. For any items purchased, the goods ordered and goods received dates; and
E. The following Certification Statement as required by Section 4.9 of this Agreement:

By signing this report, invoice, and/or payment request, I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass

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through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

V. Review and Approval

A. Upon submittal of a BoBS 650, C-13, or GRANTEE Payroll Schedule, the GRANTOR'S representative reviews and checks:

1. Mathematical accuracy of the voucher.
2. That invoice requested for payment is consistent with items included in the approved budget.
3. That total amount requested for payment is proportional to total amount budgeted.
4. That expenditures for each line item are less than or equal to the budgeted amounts.5. Completion of the work.

B. Failure to provide a complete invoice packet may delay or prevent payment. If there are problems with the claim, the GRANTOR'S representative will contact the GRANTEE to resolve the issue so that payment can be made, assuming it is appropriate. This may include submission of a new or corrected invoice by the GRANTEE.

C. The GRANTOR'S representative will review and approve or reject the invoice within thirty (30) days of the GRANTEE submittal. If rejected, the invoice will not be processed for payment until any revisions are approved by the GRANTEE.

D. Once an invoice is approved for payment, the GRANTOR'S Finance Unit processes the invoice for payment by the Comptroller.

E. Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the vendor.

VI. Executive Orders and Conditions.

The order entered on June 19, 2025, in California v. U.S. Dep't of Transp., No. 1:25 cv 208 (D.R.I. filed May 13, 2025), prohibits the imposition and enforcement of the Immigration Condition on federal funding as to any Plaintiff State, which includes Illinois, and any subdivision or instrumentality thereof. Submission of any grant applications or awarding of grant funds is not to be construed as a certification to the Immigration Condition nor should it be construed as a waiver of any right by the Illinois Department of Transportation. Therefore, the Immigration Condition is not enforceable upon the Grantee for the receipt and expenditure of these grant funds.

There is on-going litigation regarding many of the Executive Orders issued in 2025, including court orders enjoining the use of the Executive Orders as grant conditions and the Executive Orders' enforcement. Many of the Executive Orders and conditions are vague and use undefined terminology. To the best of its understanding, the Grantor complies with federal laws applicable to the grant program, and its use of grant funds and performance of Grantee obligations complies with lawful grant conditions and conditions not subject to litigation. The Grantor has not and cannot certify that compliance with the 2025 Executive Orders is material to any payment decisions for the purposes of False Claims Act liability and understands the Grantee may not make such certifications. Notwithstanding, the Grantee shall not operate any discriminatory or illegal programs.

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VII. The GRANTEE shall abide by any and all applicable conditions and requirements set forth by NHTSA, subject to the assertions set forth in the preceding Section, including, but not limited to the following:

A. GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

1. 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
2. Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
3. 2 3 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
4. 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
5. 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

C. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
    - o Unique entity identifier (generated by SAM.gov);
- The names and total compensation of the five most highly compensated officers of the entity if:
  (i) the entity in the preceding fiscal year received—
    (I) 80 percent or more of its annual gross revenues in Federal awards;
    (II) $25,000,000 or more in annual gross revenues from Federal awards; and
  (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the
- Other relevant information specified by OMB guidance.

D. NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not

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limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
8. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

E. GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

F. SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the

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following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific

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authority to give reasonable guarantee that it, other recipients, sub-recipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

G. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and

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including termination;

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

H. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

I. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

J. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or

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local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

K. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

1. INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

a. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
d. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
e. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
f. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
g. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
h. A participant in a covered transaction may rely upon a certification of a prospective

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participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

L. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

a. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    iv. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

b. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

M. INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

b. The certification in this clause is a material representation of fact upon which reliance

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was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

N. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

a. The prospective lower tier participant certifies, by submission of this proposal, that

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neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

O. BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

P. CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

1. GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

a. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    i. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    ii. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.

b. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

2. DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations

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whose interests may be substantially affected by NHTSA activities. Based on this policy:

a. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
b. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
c. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Q. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

R. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

S. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit

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text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

T. SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A)).
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
    - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
        - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
        - Increase use of seat belts by occupants of motor vehicles;
    - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
    - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
    - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
    - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and

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- Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands

7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j)).
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4)).

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DuPage Sheriff STEP Grant – Budget

Budget View Settings

Options

☑ Line Items ☑ Non-Grant Funded

Proposed Budget

Expense Budget

Category	Grant Funded	Non-Grant Funded	Total Budgeted
1. Personnel (Salaries and Wages) (2 CFR 200.430)	$39,293.38	$0.00	$39,293.38
Hireback Deputies	$39,293.38	$0.00	$39,293.38
Total Expense Budget Cost	**$39,293.38**	**$0.00**	**$39,293.38**

Revenue Budget

Grant Funding			
Award Requested	$39,293.38		$39,293.38
Subtotal	**$39,293.38**		**$39,293.38**
Non-Grant Funding			
Cash Match		$0.00	$0.00
In-Kind Match		$0.00	$0.00
Other Funding		$0.00	$0.00
Subtotal		**$0.00**	**$0.00**

Total Revenue Budget Cost **($39,293.38)**

Total Overall Budget Cost **$0.00**

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FFY26 STEP Hours and Funding Worksheet (complete prior to starting AmpliFund application)

Mandatory/Optional Campaign/Equipment Section Completion Instructions

Complete the yellow highlighted portion of the sheet for the campaigns your agency is requesting hours/funding

Overtime Rate Box: enter the OT rate that will be used to calculate campaign budgets

# of officers column: enter the number of officers/deputies that will work a grant enforcement detail

# of hours column: enter the number of hours a grant enforcement detail will last

# of details column: enter the number of enforcement details that will be scheduled during a campaign

Total Hours column: will auto-calcuate based on number of officers/deputies, enforcement hours and hireback details

Total Funding column: will auto-calculate based on total hours and OT rate

Equipment Request: click the yellow section, use drop down menu to select equipment category, $ amount noted is an allowance an agency has to purchase the requested equipment - if approved

Agency Name	DuPage County Sheriff's Office

Agency STEP OT Rate	$96.31

Mandatory Campaigns

		OCCUPANT PROTECTION				
		# of officers	# of hours	# of details	Total Hours	Total Funding
Thanksgiving	11/21-12/2,(6am) 2025	1	4	4	16.00	$1,540.92
Christmas/New Year's	12/12/24 -1/5 (6am) 26	1	4	8	32.00	$3,081.83
St. Patrick's Day	3/13-23 (6am) 2026	1	4	4	16.00	$1,540.92
Memorial Day	5/15-26 (6am) 2026	1	4	10	40.00	$3,852.29
Independence Day	6/19-7/6 (6am) 2026	1	4	8	32.00	$3,081.83
Labor Day	8/14 -9/8 (6am) 2026	1	4	8	32.00	$3,081.83
				Total	168.00	$16,179.63

	IMPAIRED DRIVING				
	# of officers	# of hours	# of details	Total Hours	Total Funding
Thanksgiving	1	4	3	12.00	$1,155.69
Christmas/New Year's	1	4	8	32.00	$3,081.83
St. Patrick's Day	1	4	8	32.00	$3,081.83
Memorial Day	1	4	4	16.00	$1,540.92
Independence Day	1	4	4	16.00	$1,540.92
Labor Day	1	4	4	16.00	$1,540.92
			Total	124.00	$11,942.11

Optional Campaigns

		OCCUPANT PROTECTION				
		# of officers	# of hours	# of details	Total Hours	Total Funding
Halloween	10/24-11/3 (6am) 2025	1	4	4	16.00	$1,540.92
Super Bowl	2/6-9 (6am) 2026	0	0	0	0.00	$0.00
Child Passenger Safety	9/18-30(11:59pm) 202	1	4	2	8.00	$770.46
				Total	24.00	$2,311.38

	IMPAIRED DRIVING				
	# of officers	# of hours	# of details	Total Hours	Total Funding
Halloween	1	4	2	8.00	$770.46
Super Bowl	0	0	0	0.00	$0.00
			Total	8.00	$770.46

April Distracted Driving Campaign

		# of officers	# of hours	# of details	Total Hours	Total Funding
Distracted Driving	4/1-5/1 (6am) 2026	1	4	8	32.00	$3,081.83

July Speed Campaign

		# of officers	# of hours	# of details	Total Hours	Total Funding
Speed Awareness	7/7-8/1 (6am) 2026	1	4	9	36.00	$3,467.06

***** ADDITIONAL ENFORCEMENT CANNOT EXCEED ******

Maximum Hours Allowed	392.00	Maximum Funding Allowed	37,752.46

Additional Enforcement

	# of officers	# of hours	# of details	Total Hours	Total Funding
Additional Enforcement	1	4	4	16.00	$1,540.92

NOTE: Additional Enforcment Total Hours and Total Funding cells must remain GREEN to meet STEP Grant parameters. IF the cells highlight to RED, reduce the number of hours being requested.

FFY26 STEP Totals

Hours		Funding	
MANDATORY CAMPAIGNS			
Occupant Protection	168.00	Occupant Protection	$16,179.63
Impaired Driving	124.00	Impaired Driving	$11,942.11
Mandatory Hours	292.00	Mandatory Funding	$28,121.73
OPTIONAL CAMPAIGNS			
Occupant Protection	24.00	Occupant Protection	$2,311.38
Impaired Driving	8.00	Impaired Driving	$770.46
April Distracted Driving	32.00	April Distracted Driving	$3,081.83
July Speed	36.00	July Speed	$3,467.06
Optional Hours	100.00	Optional Funding	$9,630.73
CAMPAIGN TOTALS			
Hours Subtotal	392.00	Funding Subtotal	$37,752.46
Additional Hours	16.00	Additional Funding	$1,540.92
Total Hours Requested	408.00	Total Funding Requested	$39,293.38

Equipment Request

Type	Purchase Price Allowance
LIDAR	$1,750.00
Hand-Held Radar	$860.00
Portable Breath Tester (PBT)	$525.00
Select ONE Equipment Type from dropdown:	
	Click within the yellow box above, drop down arrow will appear to the right to select equipment.

If your agency wishes to request **INDIRECT COST** reimbursement for FFY26, complete this section. Contact your Finance Department/Person to dertmine if your agency has an approved Indirect Cost Rate with the State of Illinois, if not, use a 15% deminimus rate.

Indirect Cost Rate (enter as decimal in yellow cell (ex: 15% = .15)	0	$0.00

FFY26 STEP Grant Funding

Mandatory/Optional Campaign Personnel Funding	$39,293.38
Indirect Cost (if requested)	$0.00
Equipment Allowance (if requested)	$0.00
TOTAL GRANT AMOUNT	$39,293.38

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
SUSTAINED TRAFFIC ENFORCEMENT PROGRAM PY26 GRANT
INTER-GOVERNMENTAL AGREEMENT NO. HS-26-0179, 0402
COMPANY 5000 – ACCOUNTING UNIT 4525
$39,294

REVENUE		
41000-0005 - Federal Operating Grant - DOT	$ 39,294	
TOTAL ANTICIPATED REVENUE		$ 39,294
EXPENDITURES		
PERSONNEL		
50010-0000 - Overtime	39,294	
TOTAL PERSONNEL		$ 39,294
TOTAL ADDITIONAL APPROPRIATION		$ 39,294

Budget Transfer

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

File #: 25-2801 **Agenda Date:** 11/18/2025 **Agenda #:** 8.A.

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: Prior to Transfer	After Transfer	Date of Balance
5900	52200		OPERATING SUPPLIES & MATERIALS	$ 1,525.00	10,340.77	8,815.77	10/31/25
			Total	$ 1,525.00			

To: 1000 (Company #)

CIRCUIT COURT
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
5900	54100	0700	IT EQUIPMENT - CAPITAL LEASE	$ 1,025.00	62.80	1,587.80	10/31/25
5900	53800	0001	COPIER USAGE	$ 500.00	63.66	563.66	10/31/25
			Total	$ 1,525.00			

Reason for Request:

Moving funds to accommodate copier lease and usage charges until the end of FY 25

[redacted]

10/31/25
Date

11/4/25
Date

Activity _____ (optional)

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

Finance Department Use Only

Fiscal Year 25 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

JPS - 11/18/25
FIN/OB - 11/25/25

Budget Transfer

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

File #: 25-2802 **Agenda Date:** 11/18/2025 **Agenda #:** 8.B.

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: Prior to Transfer	After Transfer	Date of Balance
5900	53817		JURORS/WITNESS FEES	$ 3,500.00	3,500.00	Ø	11/7/25
5900	53370		REPAIR & MTCE OTHER EQUIPMENT	$ 1,549.00	1,549.10	0.10	11/7/25
5900	53806		SOFTWARE & MAINTENANCE	$ 1,000.00	1,028.52	28.52	11/7/25
5900	53808		STATUTORY & FISCAL CHARGES	$ 284.00	284.00	Ø	11/7/25
5900	53070		MEDICAL SERVICES	$ 2,528.00	10,125.00	7,597.00	11/7/25
			Total	$ 8,861.00			

To: 1000 (Company #) — CIRCUIT COURT (To: Company/Accounting Unit Name)

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
5900	54010		BUILDING IMPROVEMENTS	$ 8,861.00	Ø	8,861.00	11/7/25
			Total	$ 8,861.00			

Reason for Request:

Budget transfer to cover prepaid expenses for extended service warranties.

[redacted] Department — 11/7/25 Date

Activity _____ (optional)

[redacted] Chief Financial Officer — 11/13/25 Date

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

Finance Department Use Only

Fiscal Year 25 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

JPS - 11/18/25
FIN/CB - 11/25/25

Budget Transfer

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

File #: 25-2803 **Agenda Date:** 11/18/2025 **Agenda #:** 8.C.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 1, 2024

From: 1000 (Company #)

STATE'S ATTORNEY
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
6500	54110		EQUIPMENT AND MACHINERY	$ 3,000.00	58,368.00	55,368.00	11/10/25
			Total	$ 3,000.00			

To: 1000 (Company #)

STATE'S ATTORNEY
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
6500	54100	0700	IT EQUIPMENT - CAPITAL LEASE	$ 3,000.00	1,435.50	4,435.50	11/10/25
			Total	$ 3,000.00			

Reason for Request:

To pay for Toshiba copoier leasing for the remainder of the fiscal year.

[redacted]
Department Head — 11/10/25 Date

Activity _____ (optional)

[redacted]
Chief Financial Officer — 11/13/25 Date

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

Finance Department Use Only

Fiscal Year 25 Budget Journal # _____ Acctg Period _____

Entered By/Date_____ Released & Posted By/Date_____

JPS - 11/18/25

FIN/CB - 11/25/25

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

File #: JPS-CO-0008-25 **Agenda Date:** 11/18/2025 **Agenda #:** 9.A.

AMENDMENT TO COUNTY CONTRACT 6919-0001 SERV
ISSUED TO SENTINEL OFFENDER SERVICES, LLC
TO PROVIDE COURT ORDERED ALCOHOL MONITORING SERVICES TO CLIENTS
FOR DEPARTMENT OF PROBATION AND COURT SERVICES
(INCREASE ENCUMBRANCE $37,000)

WHEREAS, County Contract 6919-0001 SERV was approved by the Judicial and Public Safety Committee on February 27, 2024; and

WHEREAS, the Judicial and Public Safety Committee recommends changes as stated in the Change Order Notice to County Contract 6919-0001 SERV, issued to Sentinel Offender Services, LLC, to provide court ordered alcohol monitoring services and remote breath RBPro to adult clients, for Department of Probation and Court Services, a grant modification was approved by Bureau of Justice Assistance (BJA) to add Drug Court/VA/MICAP indigent clients to help support payments for their transdermal alcohol monitoring services and remote breath RBPro, and increase the contract by $37,000 resulting in an amended contract total of $37,001 (Grant Funded).

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 6919-0001 SERV, issued to Sentinel Offender Services, LLC to provide court ordered alcohol monitoring services and remote breath RBPro to adult clients, for the Department of Probation and Court Services, a grant modification was approved by Bureau of Justice Assistance (BJA) to add Drug Court/VA/MICAP indigent clients to help support payments for their transdermal alcohol monitoring services and remote breath RBPro, and increase the contract by $37,000 resulting in an amended contract total of $37,001 (Grant Funded).

Enacted and approved this 25th day of November 2025, at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

JPS 11/18
FI + CB 11/25

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Nov 5, 2025

File ID #: 25-2723

Purchase Order #: 6919-0001 SERV	**Original Purchase Order Date:** Apr 1, 2024	**Change Order #:** 1	**Department:** Probation and Court Services
Vendor Name: Sentinel Offender Services, LLC		**Vendor #:** 13392	**Dept. Contact:** Sharon Donald

Action Requested and Reason for Change Order Request:

Add $9,500 to line 2 budget code 5000-6155-15PBJA21GG04221 FY'25 (TAM)
Add $2,502 to line 3 budget code 5000-6155-15PBJA21GG04221 FY'25 (RBPro)
Add $20,500 to line 4 budget code 5000-6155-15PBJA21GG04221 FY'26 (TAM)
Add $4,498 to line 5 budget code 5000-6155-15PBJA21GG04221 FY'26 (RBPro)
A grant modification was approved by Bureau of Justice Assistance (BJA) to add Drug Court/VA/MICAP indigent clients to help support payments for their transdermal alcohol monitoring services and remote breath RBPro.
Total of $37,001 (Grant Funded)

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

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

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

INCREASE/DECREASE

A	Starting Contract Value	$1.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$1.00
D	Amount of this Change Order ☒ Increase ☐ Decrease	$37,000.00
E	New Contract Amount (C + D)	$37,001.00
F	Cumulative Change Order Amount (B + D)	$37,000.00
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	3,700,000.00%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☒ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.
A grant modification was approved by Bureau of Justice Assistance (BJA) to add Drug Court/VA/MICAP indigent clients to help support payments for their transdermal alcohol monitoring services and remote breath RBPro.
Total of $37,001 (Grant Funded)

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Vendor was selected by the NASPO contract pursuant to the Master agreement #22Px0021.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Drug Court/VA grant modification was approved to provide alcohol monitoring services and remote breath RBPro to adult clients. The Probation department does not have the funding to provide this program to indigent clients.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number
Grant funds are available to support Drug Court/VA/MICAP clients payments for their alcohol transdermal monitoring services and remote breath RBPro.

APPROVALS - *Initials Only*

DHS	8411	Nov 5, 2025	SAD	8413	Nov 5, 2025
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
	11/13/2025				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Sentinel Offender Services LLC
CONTACT PERSON:	Mike Dean, Senior Vice President of Sales
CONTACT EMAIL:	(513) 336-2214

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

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

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

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

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

- ☐ Yes
- ☑ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

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

Section IV: Certification

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

Printed Name: **Signature On File** Signature: **Signature On File**

Title: Chief Financial Officer Date: November 4, 2025

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

File #: JPS-CO-0009-25 **Agenda Date:** 11/18/2025 **Agenda #:** 9.B.

AMENDMENT TO COUNTY CONTRACT P.O. 7523-0001 SERV
ISSUED TO CDW, LLC
FOR PURCHASE OF IT EQUIPMENT AND SUPPLIES
FOR SHERIFF'S OFFICE
(INCREASE ENCUMBRANCE $40,000)

WHEREAS, County Contract 7523-0001-SERV was approved by the DuPage County Board on February 11, 2025; and

WHEREAS, the Judicial and Public Safety Committee recommends changes as stated in the Change Order Notice to County Contract 7523-0001 SERV, issued to CDW, LLC, for the purchase of IT equipment and supplies, for Sheriff's Office, to purchase additional supplies and IT equipment and increase the contract by $40,000 resulting in an amended contract total of $340,000.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 7523-0001-SERV, issued to CDW, LLC, for the purchase of IT equipment and supplies for Sheriff's Office, to purchase additional supplies and IT equipment and increase the contract by $40,000 resulting in an amended contract total of $340,000.

Enacted and approved this 25th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

JPS 11/18
FI+CB 11/25

Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Nov 6, 2025

MinuteTraq (IQM2) ID #: 25-2756

Purchase Order #: 7523-0001-SERV	**Original Purchase Order Date:** Feb 11, 2025	**Change Order #:**	**Department:** Sheriff's Office
Vendor Name: CDW LLC		**Vendor #:** 10667	**Dept Contact:** Colleen Zbilski

Background and/or Reason for Change Order Request: Increase PO by $40,000.00 from $300,000.00 to $340,000.00. Increase line 2 by $40,000.00.

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	$300,000.00
B	Net $ change for previous Change Orders	
C	Current contract amount (A + B)	$300,000.00
D	Amount of this Change Order ☒ Increase ☐ Decrease	$40,000.00
E	New contract amount (C + D)	$340,000.00
F	Percent of current contract value this Change Order represents (D / C)	13.33%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	13.33%

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:

CZ	2122	Nov 6, 2025	CZ	2122	Nov 6, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	11/13/2025 Date
Chief Financial Officer (Decision Memos Over $25,000)	Date	Chairman's Office (Decision Memos Over $25,000)	Date

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.7
6/25/18

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 7, 2025

File ID #: 25-2756

Purchase Order #:

Requesting Department:	Sheriff's Office	Department Contact:	Colleen Zbilski
Contact Email:	colleen.zbilski@dupagesheriff.org	Contact Phone:	630-407-2122
Vendor Name:	CDW, LLC	Vendor #:	10667

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

We need to increase the P.O. by $40,000.00 to finish out the 2025 budget year.

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

We were asked to open a yealy P.O. for CDW, LLC for the first time this year. We underestimated the yearly spend for this year.

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

We were asked to open P.O. if we were going to spend more that $30,000.00 with a single vendor.

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

Adding the extra funds to this P.O. is the best option. We have the P.O. currently and they are on state approved contracts. We would have to open a new P.O. with them or another vendor that would put it past the budget year.

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.

We currently have the funds in the budget but not in this P.O.

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	CDW Government LLC
CONTACT PERSON:	Thomas Sanders, Account Representative
CONTACT EMAIL:	thomas.sanders@cdwg.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

If “Yes”, complete the required information in the table below.

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

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

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

- ❑ Yes
- ☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

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

Section IV: Certification

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

Printed Name: Jeff Hagen Signature: [redacted]

Title: Manager Vetting Date: 10/30/2025

Grant Proposal Notifications

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

File #: 25-2804 **Agenda Date:** 11/18/2025 **Agenda #:** 10.A.

Grant Proposal Notification

GPN Number: 026-25
(Completed by Finance Department)

Date of Notification: 10/29/2025
(MM/DD/YYYY)

Parent Committee Agenda Date: 11/18/2025
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 10/24/2025
(MM/DD/YYYY)

Name of Grant: BJA PY26 Strengthening the Medical Examiner-Coroner System Program

Name of Grantor: Bureau of Justice Assistance

Originating Entity: U.S. Department of Justice
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: DuPage County Coroner's Office

Department Contact: Diane Hewitt, Administrative Assistant x2630
(Name, Title, and Extension)

Parent Committee: JPS

Grant Amount Requested: $ 93,558.00

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

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

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

If Federal, provide CFDA: 16.037 If State, provide CSFA: _____

DUPAGE COUNTY
GOVERNMENT



Grant Proposal Notification

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

   DuPage County is the second most populous county in Illinois, with a population greater than that of five other states. Currently, the DuPage County Coroner's office is not accredited by any organization. This grant is to obtain accreditation by the International Association of Coroners and Medical Examiners (IACME).
   We are mandated by state law to conduct investigations into many of the deaths in our county. Funding from this grant will enable us to provide American Board of Medicolegal Death Investigators (ABMDI) training to our deputy coroners. ABMDI training is vital to fulfill state statutes and will enable us to follow and improve on best practices, leveling up the quality and scope of our investigations.
   Funding from this grant would help pay for updated equipment that is necessary to meet IACME standards, as well as cover personnel costs involved in the process. Accreditation will bolster the people of DuPage County's confidence in our office.

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

   Through the leadership of Coroner Lukas on this initiative, obtaining accreditation through IACME will assist our office in striving to attain a level of excellence in our death investigations. This level of excellence correlates with the County's Strategic Plan of accountability and quality. Investigating and identifying causes of death other than natural causes will enhance the safety of our community.
   It is fiscally responsible to seek federal funding for this initiative. Heeding fiscal responsibility falls under both the County's Strategic Plan and the guidelines of IACME accreditation.

3. What is the period covered by the grant? 11/01/2025 (MM/DD/YYYY) to: 03/01/2027 (MM/DD/YYYY)

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

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

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

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

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

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

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



Grant Proposal Notification

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

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

6.1.1. Total salary $89,721.56 Percentage covered by grant 46.32%

6.1.2. Total fringe benefits $13,288.54 Percentage covered by grant 46.32%

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

6.1.3.1. If yes, which ones are disallowed?

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

1000-4100

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

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

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

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

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



Grant Proposal Notification

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

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term? _____

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

6.3.1.3. Total annual salary _____

6.3.1.4. Total annual fringe benefits _____

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

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project $15,000.00

7.1.2. Percentage of direct administrative costs covered by grant 46.32%

7.1.3. What percentage of the grant total is the portion covered by the grant 7.42%

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? 41.37%

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

9.1. If yes, please answer the following:

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

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



Grant Proposal Notification

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

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

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

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

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? $201,977.00

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

File #: 25-2805 **Agenda Date:** 11/18/2025 **Agenda #:** 11.A.

Safe Harbor

October 2025
Monthly Report

Executive Director's Comments,

October was much busier month. We had more children visit in the afternoon. Children stayed much longer stays in Safe Harbor this month. We also had a small donation of stuffed animals. Our student volunteers are completing their hours and have been a huge asset to Safe Harbor over the past couple of months. One of our student volunteers, Daisy Weinz, has said she'd like to continue at Safe Harbor after she completes her hours. We would be happy to have her. Our next tree will be decorated for Thanksgiving.

Sara Addante

Ages of Children Using

Safe Harbor October 2025

Ages	Monthly Total	Year-To-Date
15		1
14	1	6
13		1
12	3	10
11	3	19
10	2	35
9	3	33
8	7	53
7	4	44
6	9	75
5	6	71
4	12	131
3	10	124
2	16	122
1	9	106
Under 1 yr	3	46
Total	**88**	**877**

Case Category & Courtrooms
October 2025

	Traffic	Year-To-Date
1001	7	62
1002	1	43
1003	9	42
Total	**17**	**147**

Chancery

1004	1	16
2004		1
2005	1	16
2007		
2009	1	13
2011		
Total	**3**	**46**

Law

2006		9
2008		
2014		
2016		
2018		
2020		
3011		1
Total		**10**

Case Category & Courtrooms (Continued)

Domestic Relations

2000		1
2001	12	124
2002	4	27
2003	4	52
3000	1	8
3002		
3003		13
3004		1
3005		13
3006	1	15
3007		10
3009		11
3012	1	24
Total	**23**	**299**

Misdemeanor

3001A	3	18
3010	14	76
4001	2	12
4003	2	23
4005	1	3
4007	3	27
4015	4	17
4016	1	35
4017		11
Total	**30**	**224**

Case Category & Courtrooms (Continued)

Felony

4000		18
4002	2	9
4004	3	11
4006	4	14
4010	2	15
4012		23
4014		12
Total	**11**	**102**

Other Court Locations

Clerk	1	22
Help Desk rm 2017		6
Arbitration rm 354		2
State's Attorney	4	9
Probation		7
Family Shelter- (Order of Protection not given)		9
Total	**5**	**55**

Total Cases: 89*

Total Cases YTD: 883

***Parents had more than one case on same day**

Attorneys Referring Safe Harbor

Craig Boston

Tom Kenny

Sheena Prevette

O'Donnell Law Group

Tom Kenny

Jeff Kendal

Additional Ways Parents Heard About Safe Harbor

Attorney	1	10
Court Website	6	67
Deputy	30	152
Other	33	198
Total	**70**	**427**

Additional Information for October 2025

Total number of children for October 2025

	Total	Year to Date
A.M.	74	725
P.M.	14	152
Total (A.M & P.M)	**88**	**877**

Average Length of Stay **1.64**

Y.T.D. **1.72**

Volunteer Information

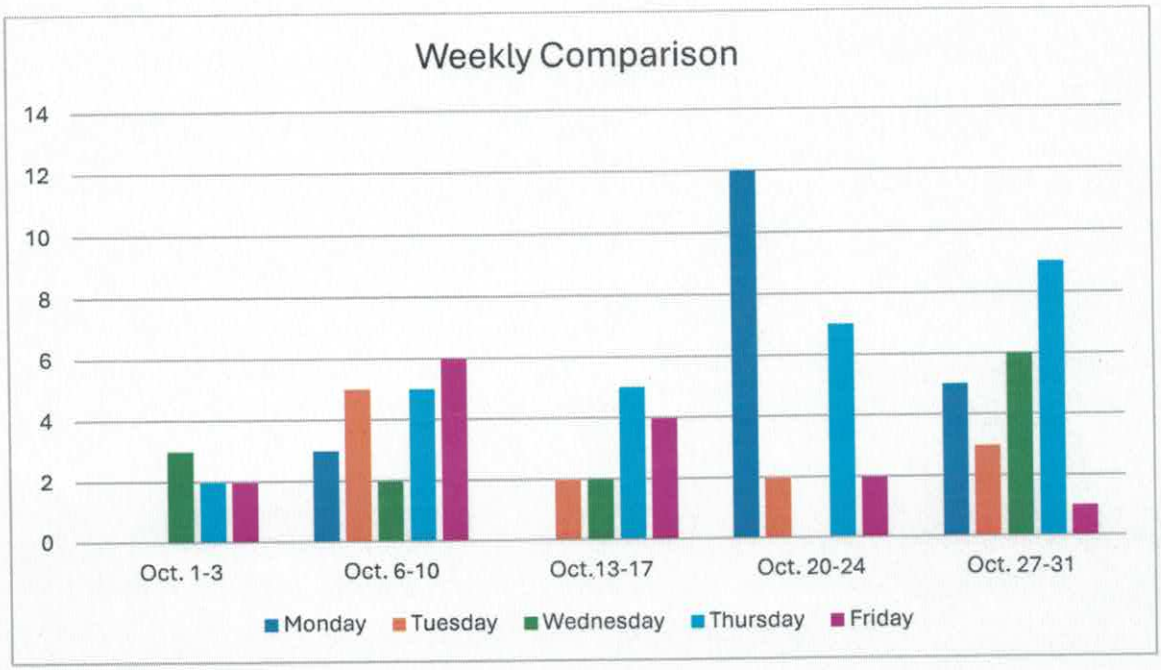
	Hours Spent at Safe Harbor	Year to Date
Cheryl Tiede	4	120
Carol Jacobs	8	124
Cierra Claudio	0	32
Samantha Korinko	6	56
Jamie Meza	12	32
Susan Battaglia	4	128
Laurie Bullock	20	148
Rita Grasser	16	108
Kelly Steciak	8	72
Brenda Carroll	20	168
Luci Kemp	16	72
Jay Tiede	0	16
Total	**114**	**1074**

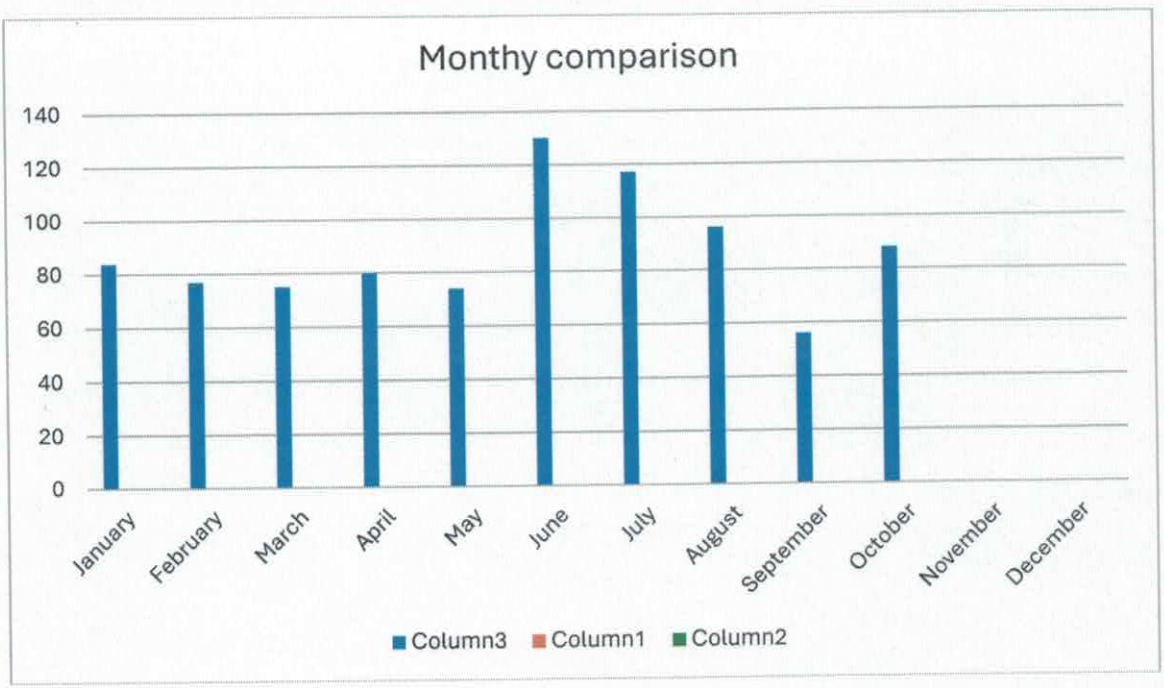
Safe Harbor Operating Hours
October 2025

Date	Last Entrance	Closing Time	No. of Hrs. Open
Oct. 1	1:00	4:00	8
Oct. 2		3:00*	7
Oct. 3		3:00*	7
Oct. 6		3:00*	7
Oct. 7	1:00	3:00	7
Oct. 8		3:00*	7
Oct. 9		3:00*	7
Oct. 10	1:00	3:00	7
Oct. 13	Closed	Holiday	0
Oct. 14	1:00	3:00	7
Oct. 15		3:00*	7
Oct.16	1:00	3:45	7.75
Oct. 17	1:00	3:00	7
Oct. 20	1:00	3:00	7
Oct. 21		3:00*	7
Oct. 22		3:00*	7
Oct. 23	1:00	3:00	7
Oct. 24	1:15		7
Oct. 27	1:15	3:00	7
Oct. 28		3:00*	7
Oct. 29	1:00	3:00*	7
Oct. 30		3:00*	7
Oct. 31		3:00*	7

Total Operating Hours for October 2025 = 155.75

*No children in the waiting room on those afternoons.


Weekly Comparison
14
12
10
8
6
4
2
0
Oct. 1-3
Oct. 6-10
Oct.13-17
Oct. 20-24
Oct. 27-31
Monday
Tuesday
Wednesday
Thursday
Friday


Monthy comparison
140
120
100
80
60
40
20
0
January
February
March
April
May
June
July
August
September
October
November
December
Column3
Column1
Column2

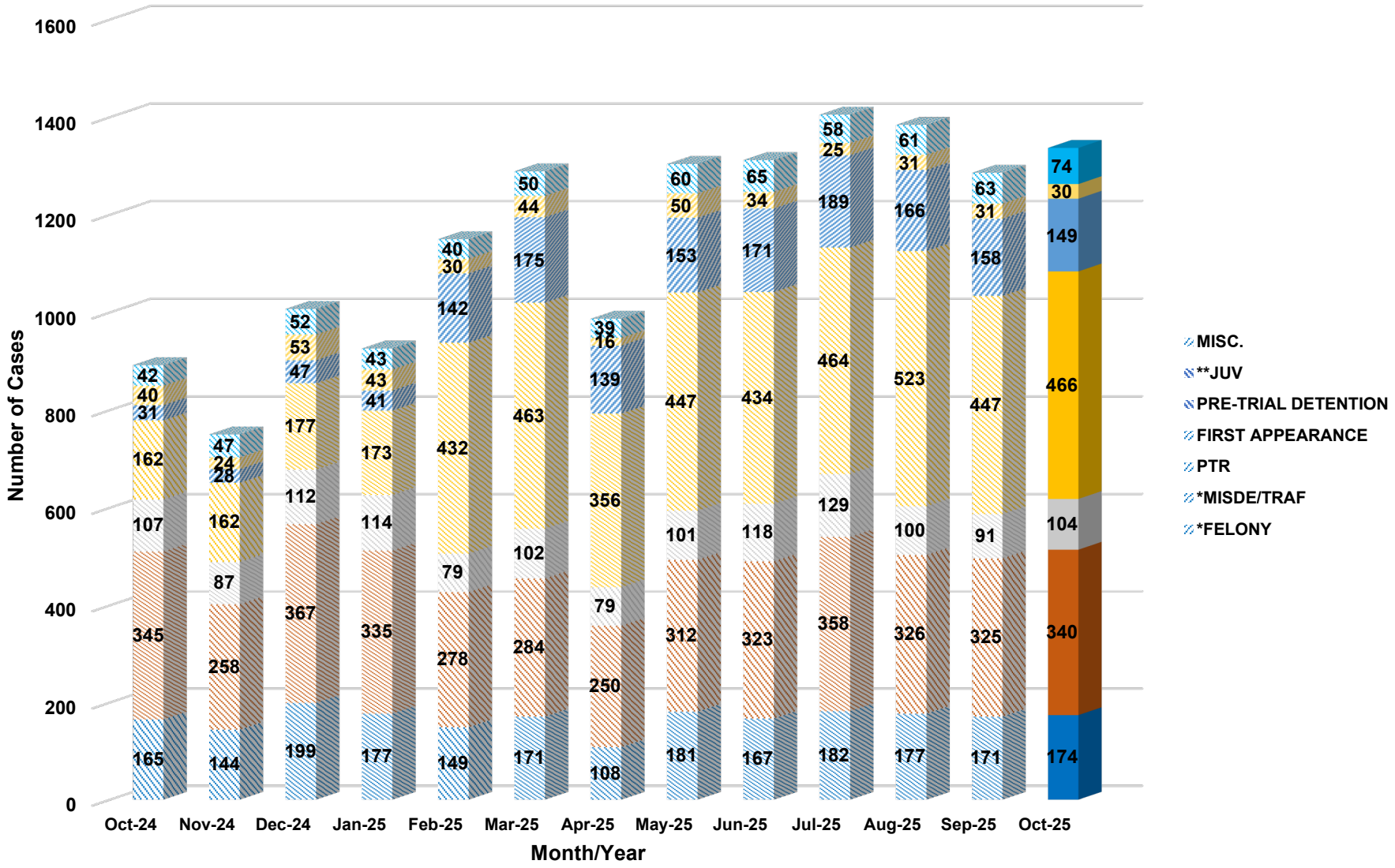
421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

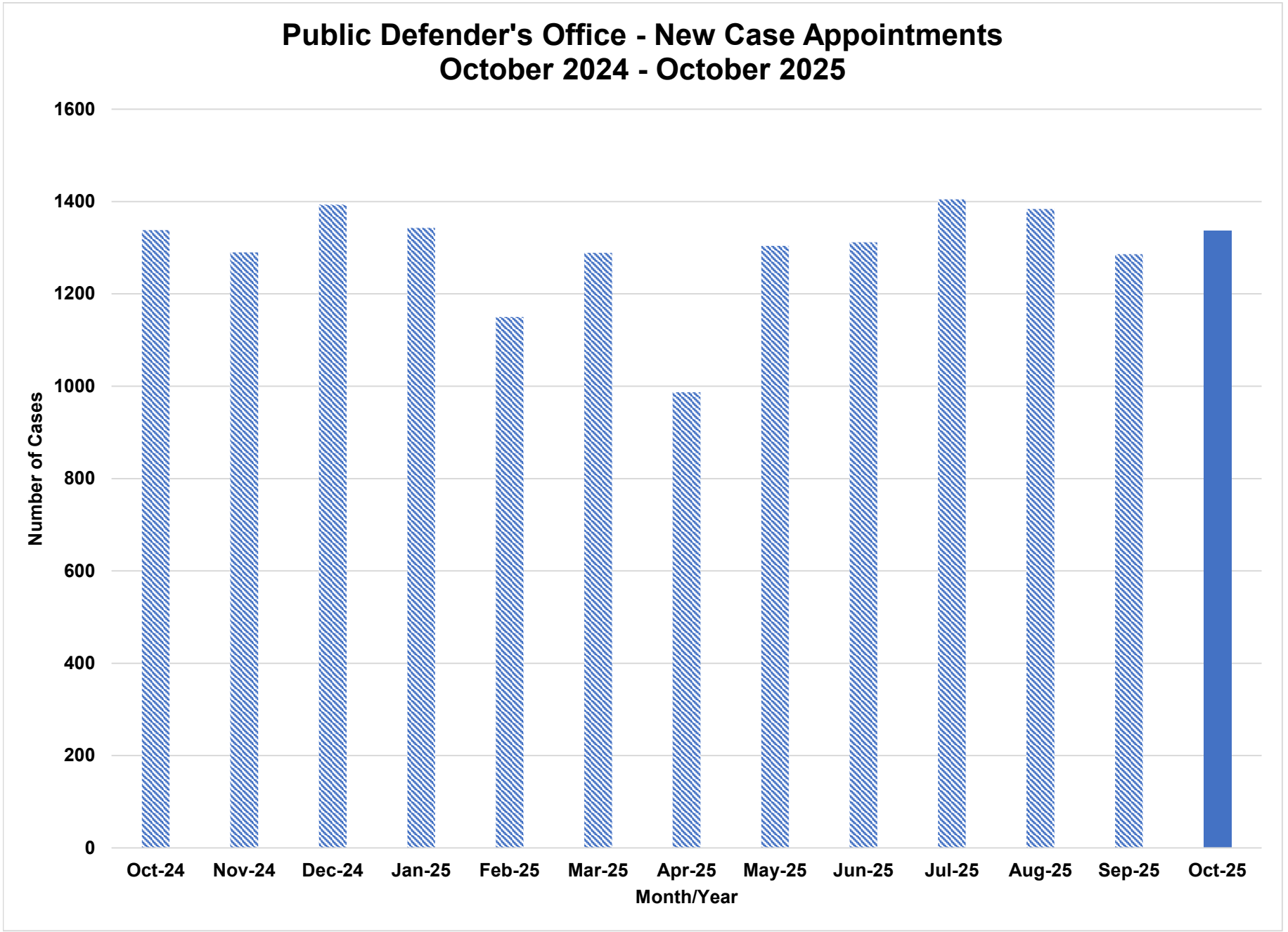
File #: 25-2806 **Agenda Date:** 11/18/2025 **Agenda #:** 11.B.

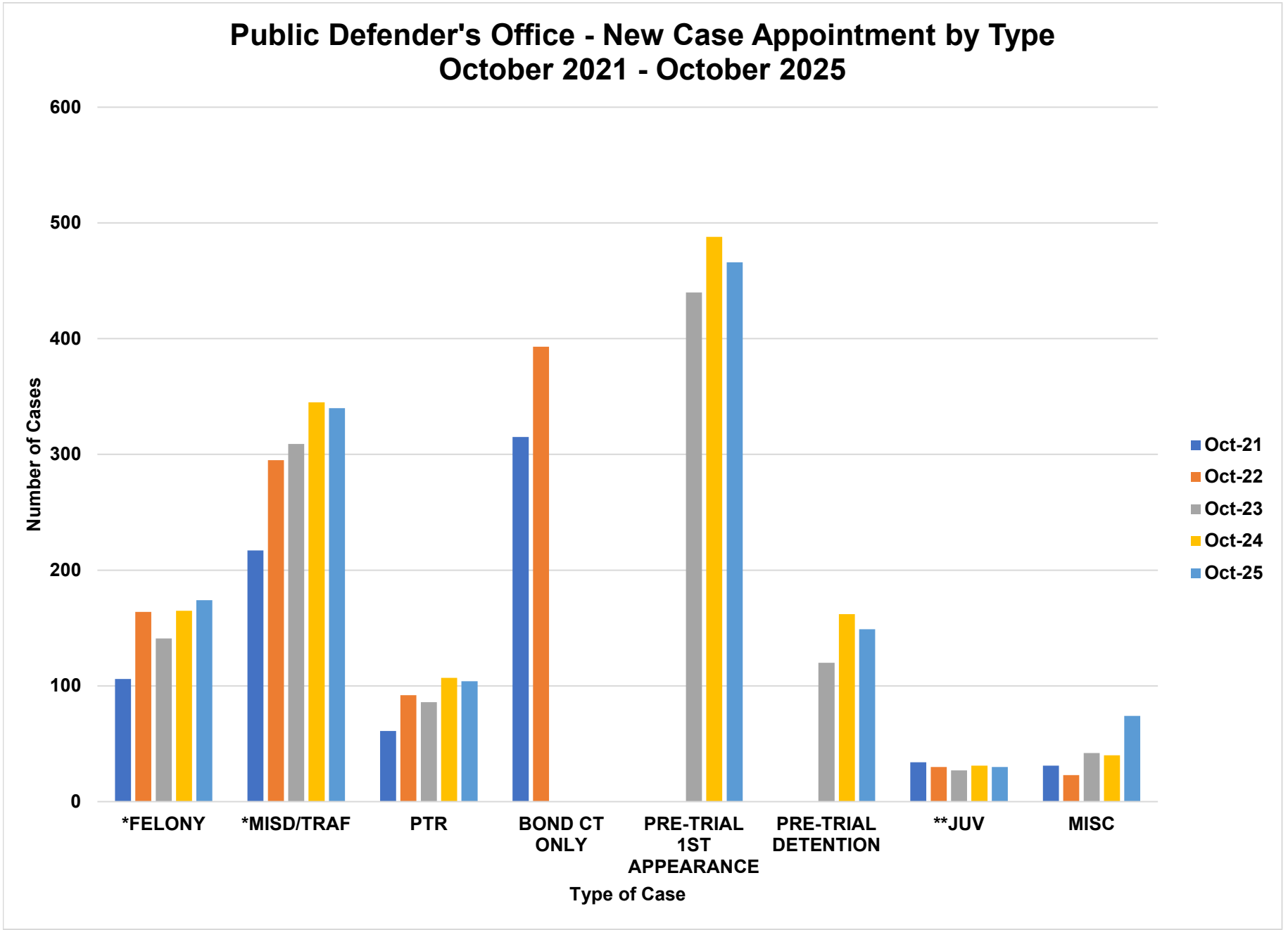
Public Defender's Office - New Case Appointments - October 2025

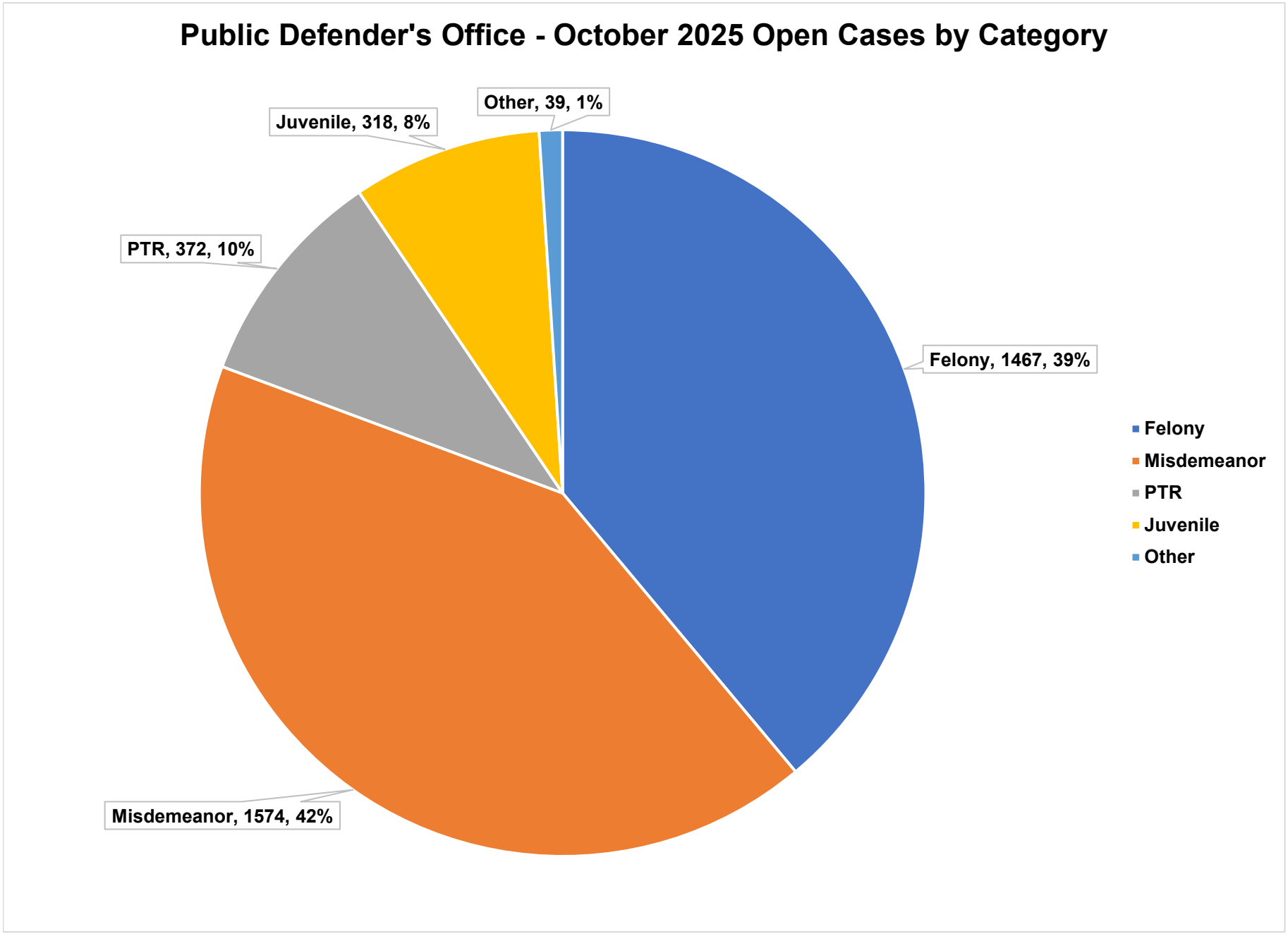
Case Type	Case Sub Type	Number of Cases
Criminal	Felony	174
Criminal	Misdemeanor	340
Juvenile Abuse and Neglect		8
Juvenile Delinquency		22
Mental Health & Miscellaneous		74
Pre-Trial First Appearance		466
Pre-Trial Detention		149
PTR	Felony/Misdemeanor	104
Total		**1337**

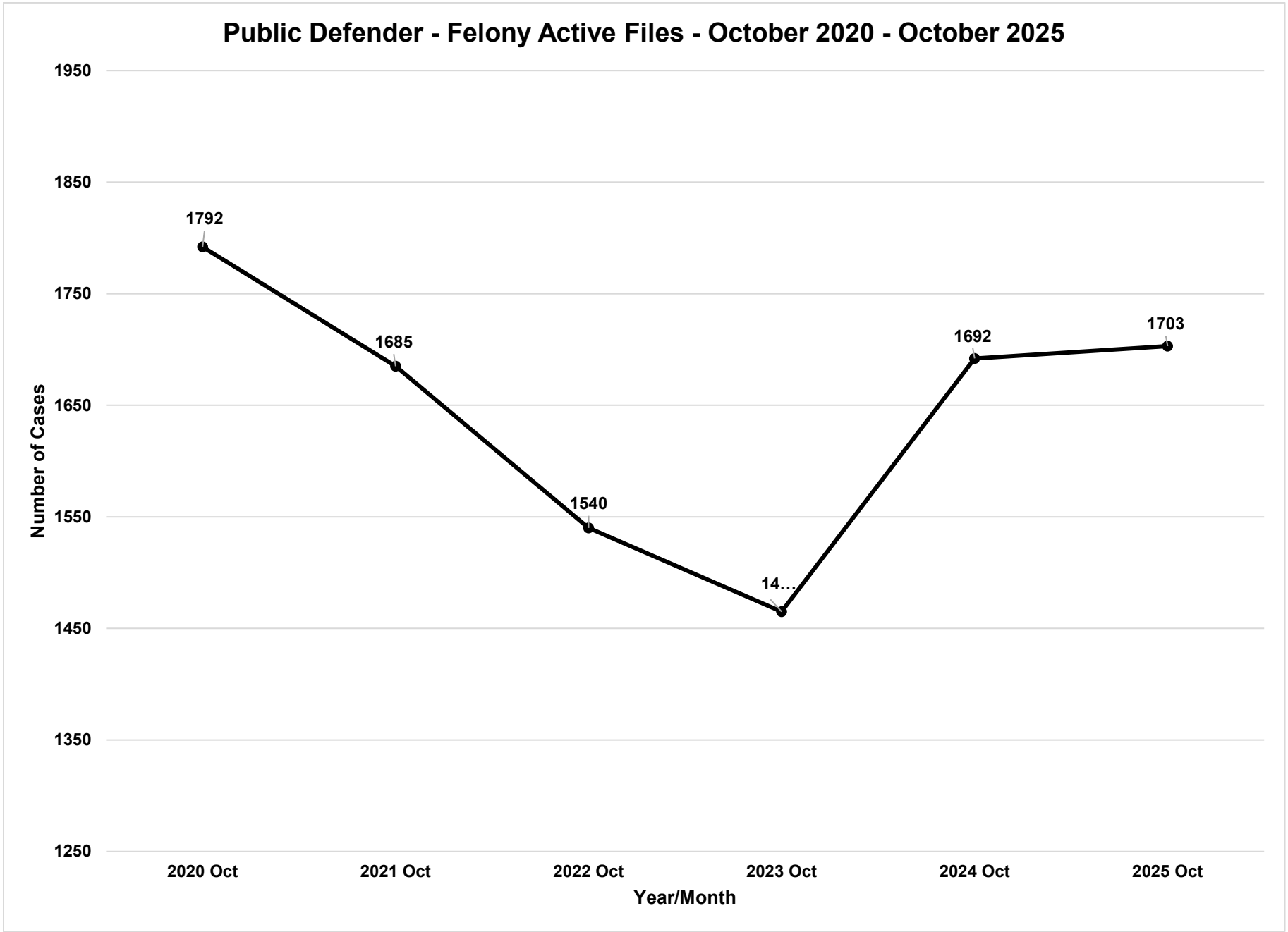
Public Defender's Office - New Appointments - By Category Stacked
October 2024 - October 2025

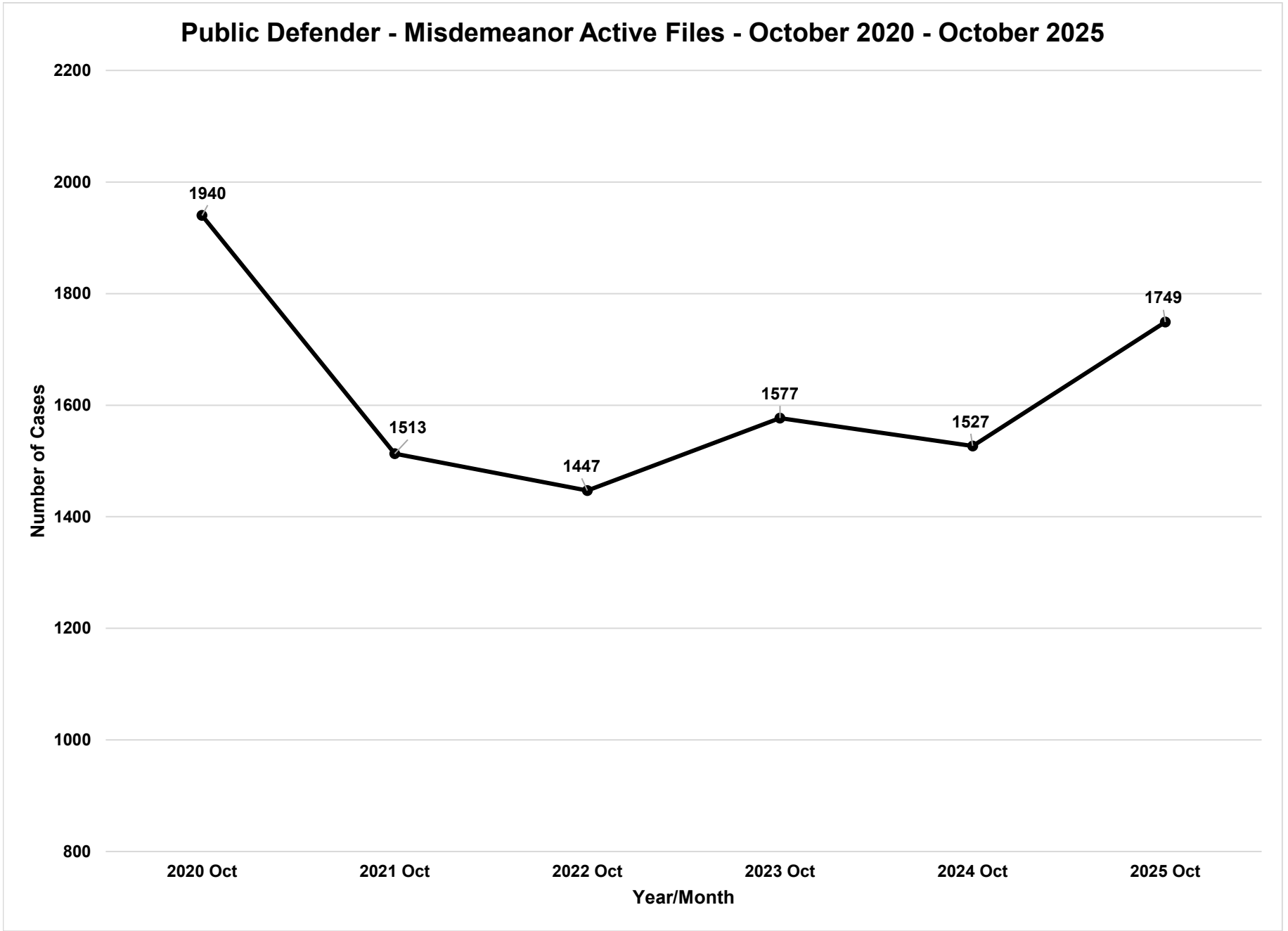


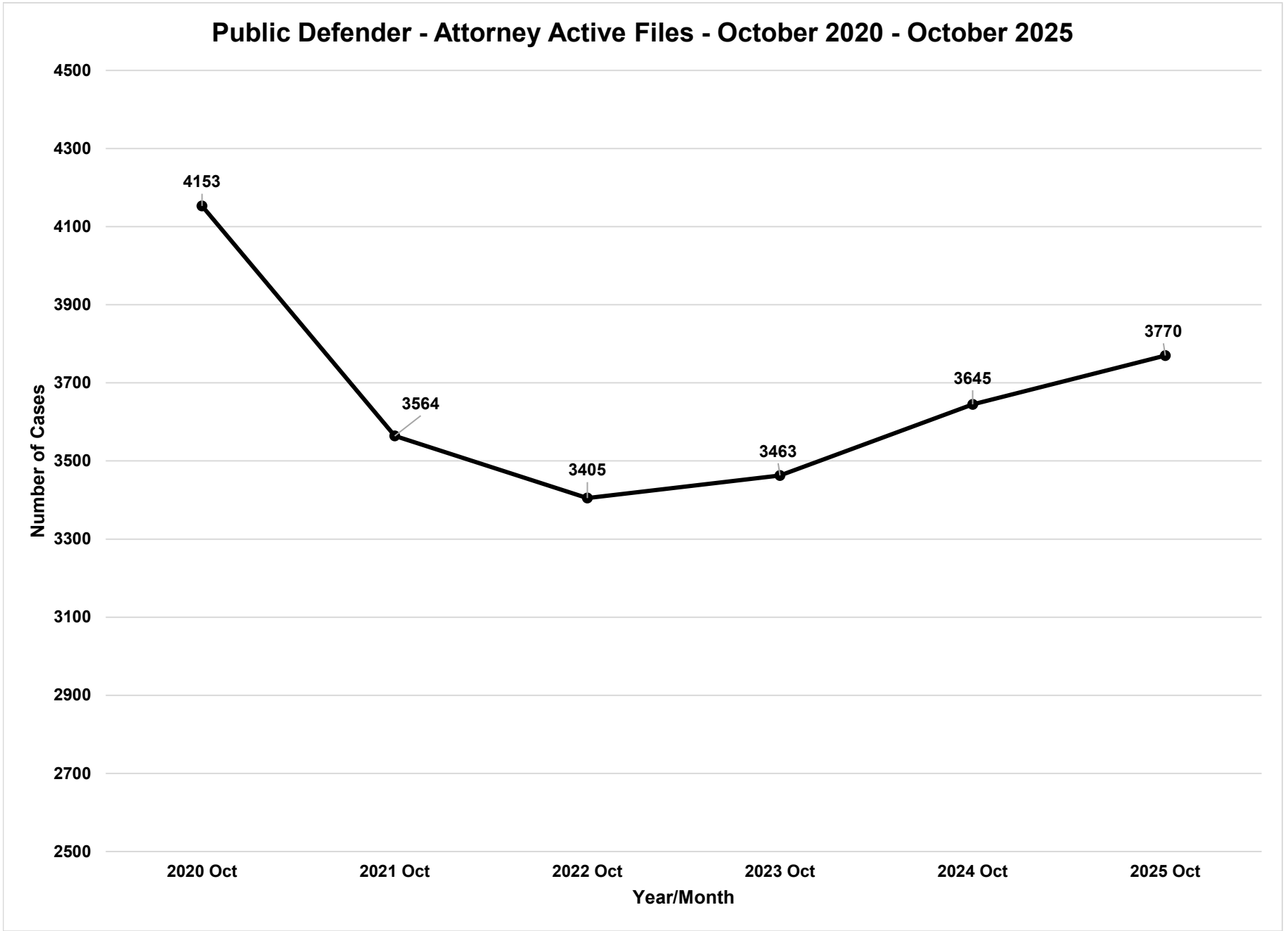

Public Defender's Office - New Case Appointments
October 2024 - October 2025
1600
1400
1200
1000
800
600
400
200
0
Number of Cases
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Mar-25
Apr-25
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Month/Year


Public Defender's Office - New Case Appointment by Type
October 2021 - October 2025
600
500
400
300
200
100
0
Number of Cases
*FELONY
*MISD/TRAF
PTR
BOND CT ONLY
PRE-TRIAL 1ST APPEARANCE
PRE-TRIAL DETENTION
**JUV
MISC
Type of Case
Oct-21
Oct-22
Oct-23
Oct-24
Oct-25


Public Defender's Office - October 2025 Open Cases by Category
Other, 39, 1%
Juvenile, 318, 8%
PTR, 372, 10%
Felony, 1467, 39%
Misdemeanor, 1574, 42%
Felony
Misdemeanor
PTR
Juvenile
Other


Public Defender - Felony Active Files - October 2020 - October 2025
1950
1850
1750
1650
1550
1450
1350
1250
Number of Cases
1792
1685
1540
14...
1692
1703
2020 Oct
2021 Oct
2022 Oct
2023 Oct
2024 Oct
2025 Oct
Year/Month


Public Defender - Misdemeanor Active Files - October 2020 - October 2025
2200
2000
1800
1600
1400
1200
1000
800
Number of Cases
1940
1513
1447
1577
1527
1749
2020 Oct
2021 Oct
2022 Oct
2023 Oct
2024 Oct
2025 Oct
Year/Month


Public Defender - Attorney Active Files - October 2020 - October 2025
4500
4300
4100
3900
3700
3500
3300
3100
2900
2700
2500
Number of Cases
4153
3564
3405
3463
3645
3770
2020 Oct
2021 Oct
2022 Oct
2023 Oct
2024 Oct
2025 Oct
Year/Month

DUPAGE COUNTY PUBLIC DEFENDER

Jeffrey R. York, Chief Public Defender

November 12, 2025

Ms. Lucy Chang Evans
Chairwoman of the Judicial
Public Safety Committee
County Board Offices
421 N. County Farm Road
Wheaton, IL 60187

RE: Monthly Statistical Report

Dear Ms. Chang Evans:

Pursuant to 55 ILCS 5/3-4010, enclosed is a copy of the monthly report of services rendered by the Public Defender's Office through October 31, 2025.

Sincerely,

[redacted]

JEFFREY R. YORK
Public Defender of DuPage County

JRY/mb
encl.