

**DU PAGE COUNTY** 

# **Judicial and Public Safety Committee**

# **Final Summary**

Tuesday, June 17, 2025	8:00 AM	<b>County Board Room</b>

# 1. CALL TO ORDER

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

# 2. ROLL CALL

Other Board Members Present: Member Cindy Cahill, Member Paula Garcia, Member Kari Galassi (arrived at 8:25 AM)

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

# **3. PUBLIC COMMENT**

No public comments were offered.

# 4. CHAIRWOMAN'S REMARKS - CHAIR EVANS

Chair Evans let the committee know that there will be a recognition and commendation of Deputy Chief Coroner Tim Rounce's retirement at the end of this meeting.

4.A. Recognition and Commendation of Deputy Chief Coroner Tim Rounce's Retirement

# 5. APPROVAL OF MINUTES:

# 5.A. <u>25-1523</u>

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, June 3, 2025.

<b>RESULT:</b>	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Yeena Yoo

# 6. **PROCUREMENT REQUISITIONS**

# 6.A. <u>JPS-P-0030-25</u>

Recommendation for the approval of a contract to Kelly Graham, to design and implement comprehensive job placement for unemployed Probationers, for the period of June 30, 2025 through June 29, 2026, for a contract total amount not to exceed \$32,000. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1) (b). (Probation and Court Services)

Member Eckhoff inquired about the programs in items 6.A.and 6.B., and Director of Probation Kathy Starkovich answered his questions.

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

# 6.B. <u>JPS-P-0031-25</u>

Recommendation for the approval of a contract to Lauren McLaughlin, as a Recovery Coach Coordinator to work with Serenity House and PATH to Recovery, coaches, probation, and other stakeholders to provide services to the participants in the program, for the period of July 9, 2025 through July 8, 2026, for a contract total amount not to exceed \$45,000. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1) (b). (Grant Funded) (Probation and Court Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Saba Haider
SECONDER:	Jim Zay

# 7. **RESOLUTIONS**

# 7.A. **<u>FI-R-0104-25</u>**

Additional appropriation for the Title IV-D Grant SFY 26-27 Intergovernmental Agreement No. 2026-55-013-IGA, Company 5000 - Accounting Unit 6570, in the amount of \$1,629,842. (State's Attorney's Office)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
MOVER:	Yeena Yoo
SECONDER:	Brian Krajewski

# 7.B. **JPS-R-0009-25**

Memorandum of Agreement between The Compass Church and The County of DuPage for the use of facilities to service as a disaster relief center/shelter. (Office of Homeland Security and Emergency Management)

Committee members had questions regarding this item and Director of Emergency Management Craig Dieckman answered their inquiries.

<b>RESULT:</b>	APPROVED AT COMMITTEE
MOVER:	Saba Haider
<b>SECONDER:</b>	Brian Krajewski

## 8. GRANT PROPOSAL NOTIFICATIONS

## 8.A. <u>25-1524</u>

GPN 016-25: DuPage County Adult Redeploy Illinois Programs SFY26 – Illinois Criminal Justice Information Authority – Probation and Court Services - \$429,853. (Probation and Court Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
MOVER:	Saba Haider
SECONDER:	Yeena Yoo

## 9. **PRESENTATIONS**

9.A. Karina's Law Update - DuPage County State's Attorney Bob Berlin

DuPage County State's Attorney Bob Berlin presented a Karina's Law update to the committee. Karina's Law is an Illinois law that requires police to confiscate guns from people who have had their Firearm Owner Identification card revoked due to an order of protection. State's Attorney Berlin let the committee know that the State's Attorney's Office put together a group of stakeholders to meet, prepare and come up with a plan on the implementation of this new law, which became effective in May of 2025. He provided an example of a time that this law was implemented since the law went into effect. Committee members had questions regarding the procedures and process of implementing this law, and State's Attorney Berlin and Undersheriff Eddie Moore answered them.

Once this presentation concluded, Chair Evans recognized Deputy Chief Coroner Tim Rounce's retirement after 36 years with the Coroner's office, and provided him with a recognition and commendation alongside Coroner Judith Lukas and other Coroner staff members.

## **10. OLD BUSINESS**

No old business was discussed.

## 11. NEW BUSINESS

No new business was discussed.

# **12. ADJOURNMENT**

With no further business, the meeting was adjourned.



Minutes

**File #:** 25-1523

**Agenda Date:** 6/17/2025

Agenda #: 5.A.



# **DU PAGE COUNTY**

# **Judicial and Public Safety Committee**

# **Final Summary**

# 1. CALL TO ORDER

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

# 2. ROLL CALL

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

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

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

Public in attendance: Jesse Gutierrez

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

# **3. PUBLIC COMMENT**

# 3.A. <u>25-1467</u>

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

# 4. CHAIR REMARKS - CHAIR EVANS

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

# 5. APPROVAL OF MINUTES

# 5.A. <u>25-1386</u>

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

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

<b>RESULT:</b>	APPROVED
MOVER:	Saba Haider
SECONDER:	Andrew Honig

# 6. **PROCUREMENT REQUISITIONS**

# 6.A. <u>JPS-P-0026-25</u>

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

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Sam Tornatore

# 6.B. <u>JPS-P-0027-25</u>

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

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
MOVER:	Saba Haider
SECONDER:	Andrew Honig

# 6.C. <u>JPS-P-0029-25</u>

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

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

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

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Saba Haider

# 6.D. <u>JPS-P-0025-25</u>

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

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

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
MOVER:	Andrew Honig
SECONDER:	Jim Zay

# 7. **RESOLUTIONS**

# 7.A. <u>JPS-R-0007-25</u>

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

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Andrew Honig

# 7.B. <u>FI-R-0097-25</u>

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

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Jim Zay
SECONDER:	Saba Haider

# 8. BUDGET TRANSFERS

# 8.A. <u>25-1404</u>

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

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

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Saba Haider
<b>SECONDER:</b>	Jim Zay

# 9. GRANTS

# 9.A. <u>25-1416</u>

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

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Sam Tornatore
<b>SECONDER:</b>	Michael Childress

## **10. OLD BUSINESS**

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

## 11. NEW BUSINESS

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

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

## **12. ADJOURNMENT**

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



File #: JPS-P-0030-25

**Agenda Date:** 6/17/2025

Agenda #: 6.A.

# AWARDING RESOLUTION ISSUED TO KELLY GRAHAM TO DESIGN AND IMPLEMENT COMPREHENSIVE JOB PLACEMENT FOR UNEMPLOYED PROBATIONERS FOR THE DEPARTMENT OF PROBATION (CONTRACT TOTAL AMOUNT \$32,000)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Kelly Graham, to design and implement comprehensive job placement for unemployed probationers for the period of June 30, 2025 through June 29, 2026, for the Department of Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is to design and implement comprehensive job placement for unemployed probationers, for the period of June 30, 2025 through June 29, 2026 for the Department of Probation and Court Services. Per 55 ILCS 5/5-1022(c), be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Kelly Graham, 935 Lund Lane, Batavia, Illinois 60510, for a contract total amount not to exceed \$32,000.

Enacted and approved this 24th day of June, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK

## INDEPENDENT CONTRACTOR AGREEMENT: EMPLOYMENT TRAINING SERVICES

This AGREEMENT ("Agreement") is effective as of the 30<sup>th</sup> day of June 2025 and is entered into by and between the 18th Judicial Circuit's Department of Probation and Court Services, 503 N. County Farm Road, Wheaton, Illinois 60187 (the "Department") Probation Employment Program (PEP) and Kelly A. Graham, 935 Lund Lane, Batavia, IL, an Independent Contractor ("Contractor").

## **RECITALS**

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

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

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

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

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

- 1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
- 2. <u>Term</u>: This Agreement is for a term commencing June 30, 2025 and continuing through June 29, 2026 ("Term"), unless terminated sooner as provided herein.
- 3. <u>Scope of Services</u>: Contractor agrees to provide the services required and, if applicable, set forth on Exhibit "A" including providing the deliverables set forth thereon, in accordance with the terms and conditions of this Agreement. The Department may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Contractor's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.
- 4. Compensation and Payment: Compensation for Services during the initial term shall be based on an hourly rate of \$40.00 and shall not exceed thirty-two thousand dollars, (\$32,000.00), with no reimbursement for expenses. Compensation shall be based on actual Services performed during the Term of this Agreement and the Department shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Department shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Department be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Contractor shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Department prior to payment. The Department will process payment in accordance with the Illinois Prompt Payment Act (50 ILCS 505/1 *et. seq.*). As such, the Department will approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice which it has not disapproved within 30 days thereafter.
- 5. <u>Non-appropriation</u>: Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event

sufficient funds are not appropriated in a subsequent fiscal year by the Department for performance under this Agreement, the Department shall notify Contractor and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Department be liable to the Contractor for any amount in excess of the current appropriated amount.

- 6. <u>**Termination:**</u> Either party may terminate this Agreement, effective immediately, if (i) the other party fails to maintain such party's licenses, insurances, or required certifications that are required to perform such party's duties or obligations under this Agreement, (ii) the other party breaches any representation, warranty or other term of this Agreement, (iii) the Contractor is convicted of any offense punishable as a felony, (iv) the other party commits fraud, embezzlement, misappropriation or the like with respect to the other party or such party's assets. Except as set forth above, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other party.
- 7. <u>Standards of Performance</u>: Contractor agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Contractor acknowledges and accepts a relationship of trust and confidence with the Department and agrees to cooperate with the Department in performing Services to further the best interests of the Department.
- 8. <u>Assignment</u>: This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement, or any obligations imposed hereunder without the prior written consent of the other party.

## 9. <u>Confidentiality and Ownership of Documents.</u>

- 9.1 <u>Confidential Information</u>. In the performance of Services, Contractor may have access to certain information that is not generally known to others ("Confidential Information"). Contractor agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the Department. Contractor shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Contractor disseminate any information regarding Services without the prior written consent of the Department. Contractor agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Contractor under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.
- 9.2 <u>Ownership</u>. All records, reports, documents, and other materials prepared by Contractor in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the Department. All of the foregoing items shall be delivered to the Department upon demand at any time and in any event, shall be promptly delivered to the Department upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Contractor's possession, such items shall be restored or replaced at Contractor's expense.
- 10. **<u>Representations and Warranties of Contractor</u>:** Contractor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.
  - 10.1 <u>Licensed Professionals</u>. Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.
  - 10.2 Compliance with Laws. Contractor is and shall remain in compliance with all local, state and

federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Contractor is and shall remain in compliance with all Department policies and rules, including, but not limited to, criminal background checks.

- 10.3 <u>Good Standing</u>. Contractor is not in default and has not been deemed by the Department to be in default under any other Agreement with the Department during the five (5) year period immediately preceding the effective date of this Agreement.
- 10.4 <u>Authorization</u>. In the event Contractor is an entity other than a sole proprietorship, Contractor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Contractor is duly authorized by Contractor and has been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Contractor.
- 10.5 <u>Gratuities</u>. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Contractor in relation to this Agreement or as an inducement for award of this Agreement.
- 11. <u>Independent Contractor</u>: It is understood and agreed that the relationship of Contractor to the Department is and shall continue to be that of an independent contractor and neither Contractor nor any of Contractor's employees shall be entitled to receive Department employee benefits. As an independent contractor, Contractor agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the Department. Contractor agrees that neither Contractor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Department. Contractor hereby represents that Contractor's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the Department upon request.
- 12. <u>Favored Nation</u>: Contractor shall furnish Services to the Department at the lowest price that the Contractor charges to other similarly situated parties. If Contractor overcharges, in addition to all other remedies, the Department is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the Department until the date refund is made. The Department has the right to offset any overcharge against any amounts due to Contractor under this or any other Agreement between Contractor and the Department, and at the Department's sole option the right to declare Contractor in default under this Agreement.

## 13. <u>Contractor's Insurance</u>:

- 13.1 The Contractor shall maintain, at its sole expense, insurance coverage including:
  - 13.1.a Worker's Compensation Insurance in the statutory amounts.
  - 13.1.b Employer's Liability Insurance in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million dollars (\$1,000.000.00) employee/disease.
- 13.2 It shall be the duty of the Contractor to provide to the Department, copies of the Contractor's Certificates of Insurance before issuance of a Notice to Proceed.
- 13.3 The insurance required to be purchased and maintained by Contractor shall be provided by an insurance company acceptable to the Department, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation

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

## 14. **Indemnification**.

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

15. <u>Entire Agreement and Amendment</u>: This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

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

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

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

19. <u>Notices</u>: Any required notice shall be sent to the following addresses and parties:

#### IF TO THE DEPARTMENT:

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

- Copy to: Du Page County Finance Department 421 North County Farm Road Wheaton, IL 60187 Attn: Jeffrey Martynowicz CFO
- Copy to: DuPage County Procurement Services Division 421 North County Farm Road Wheaton, IL 60187-3978
- Copy to: Mark Winistorfer, Assistant State's Attorney DuPage County State's Attorney's Office 503 North County Farm Road Wheaton, IL 60187-2521

# IF TO CONTRACTOR:

Kelly A. Graham 935 Lund Lane Batavia, IL 60510

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

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

### DEPARTMENT

By: Signature On File

Kathy Starkovich, Director INDEPENDENT CONTRACTOR Signature On File By:

Kelly A. Graham

# <u>Exhibit A</u>

# **SCOPE OF SERVICES**

County's Purchase Order #		County Resolution #	
Contract Name	EMPLOYMENT SERVICES TRAINER	Contract Date	<u>June 30, 2025</u>
County's Project Managers	<u>Walter Davis</u>	Contractor's Project Manager	Kelly A. Graham

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

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

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

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

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

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

Perform additional duties as assigned.

## 2. DELIVERABLES:

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

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

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



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:	KELLY A. GRAHAM
CONTACT PERSON:	KELLY A. GRAHAM
CONTACT EMAIL:	kelly.a.graham@gmail.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 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 MADI

Rev. 1-2025

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

X 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:	Kelly	Graham	Signature:	Sign	ature On File	
	1				0	
Title: Emple	syment	Coordinator	Date:	5/28	2025	

Rev. 1-2025



	SECTION 1:	DESCRIPTION			
General Tracking		Contract Terms			
FILE ID#: 25 <b>-</b> 1402	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$32,000.00		
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/17/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: CURRENT TERM PERIOD:		
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS:			
\$32,000.00		ONE YEAR	INITIAL TERM		
Vendor Information		Department Information			
VENDOR: Kelly A. Graham	VENDOR #: 14161	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald		
VENDOR CONTACT: Kelly A. Graham	VENDOR CONTACT PHONE: 630-801-3210	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupagecounty.gov		
VENDOR CONTACT EMAIL: kelly.a.graham@gmail.com	VENDOR WEBSITE:	DEPT REQ #:			
Overview					
Employment Services Trainer to ic		and type of procurement (i.e., lowest bio Probationers. The hourly rate for this co			

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This program will provide opportunities for Probationers to find work within their communities.

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 OTHER PROFESSIONAL SERVICES (I	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. DETAIL SELECTION PROCESS ON DECISION MEMO)						

	SECTION 3: DECISION MEMO								
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE								
SOURCE SELECTION	Describe method used to select source. This contractual position was posted on the county website to comply with the Procurement ordinances. Three candidates were interviewed and Kelly Graham was the best candidate for this contractual position.								
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Staff recommends issuance of this contract to Kelly A. Graham to find employment for probationers in Probation 2) Headcount does not included staff availability to provide these services.								

#### Form under revision control 04/12/2024

	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.

Send	Purchase Order To:	Send Invoices To:			
Vendor:	Vendor#:	Dept:	Division:		
Kelly A. Graham	14161	Probation and Court Services	Finance		
Attn:	Email:	Attn:	Email:		
Kelly A. Graham	kelly.a.graham@gmail.com	Sharon Dona <b>l</b> d	sharon.donald@dupagecounty.go		
Address:	City:	Address:	City:		
935 Lund Lane	Batavia	503 N County Farm Road	Wheaton		
State:	Zip:	State:	Zip:		
Illinois	60510	Illinois	60187		
Phone:	Fax:	Phone:	Fax:		
630-801-3210		630-407-8413	630-407-2502		
Se	end Payments To:	Ship to:			
Vendor:	Vendor#:	Dept:	Division:		
Kelly A. Graham	14161	Probation and Court Services	630-407-2502		
Attn:	Email:	Attn:	Email:		
Kelly A. Graham	kelly.a.graham@gmail.com	Sharon Dona <b>l</b> d	sharon.donald@dupagecounty.gov		
Address:	City:	Address:	City:		
935 Lund Lane	Batavia	503 N County Farm Road	Wheaton		
State:	Zip:	State:	Zip:		
Illinois	60510	Illinois	60187		
Phone:	Fax:	Phone:	Fax:		
630-801-3210		630-407-8413	630-407-2502		
Shipping		Contract Dates			
Payment Terms:	FOB:	Contract Start Date (PO25):	Contract End Date (PO25):		
PER 50 ILCS 505/1	Destination	Jun 30, 2025	Jun 29, 2026		

	Purchase Requisition Line Details										
LN	Qty	UOM	ltem Detai <b>l</b> (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Contractual Employment Services Trainer to implement a job placement program for Probationers	FY25	1400	6120	53090		20,000.00	20,000.00
2	1	EA		Contractual Employment Services Trainer to implement a job placement program for Probationers	FY26	1400	6120	53090		12,000.00	12,000.00
FY	FY is required, assure the correct FY is selected. Requisition Total \$									\$ 32,000.00	

	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.							

The following documents have been attached: V-9

✓ Vendor Ethics Disclosure Statement



**File #:** JPS-P-0031-25

**Agenda Date:** 6/17/2025

Agenda #: 6.B.

# AWARDING RESOLUTION ISSUED TO LAUREN MC LAUGHLIN FOR SERVICES AS A RECOVERY COACH COORDINATOR TO WORK WITH SERENITY HOUSE AND PATH TO RECOVERY, COACHES, PROBATION AND OTHER STAKEHOLDERS TO PROVIDE SERVICES TO THE PARTICIPANTS IN THE PROGRAM FOR THE DEPARTMENT OF PROBATION AND COURT SERVICES (CONTRACT TOTAL AMOUNT \$45,000)

WHEREAS, a vendor has been selected 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 Lauren McLaughlin, for services as a Recovery Coach Coordinator to work with Serenity House and PATH to Recovery, Coaches, Probation and other Stakeholders to provide services to the participants in the program, for the period of July 9, 2025 through July 8, 2026, for the Department of Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is for services as a Recovery Coach Coordinator to work with Serenity House and PATH to Recovery, Coaches, Probation and other Stakeholders to provide services to the participants in the program, for the period of July 9, 2025 through July 8, 2026 for the Department of Probation and Court Services, per 55 ILCS 5/5-1022(a), be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Lauren McLaughlin, 30W002 Laurel Court, Warrenville, Illinois 60555, for a contract total amount of \$45,000.

Enacted and approved this 24th day of June, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK



SECTION 1: DESCRIPTION							
General Tracking		Contract Terms	Contract Terms				
FILE ID#: 25-1455	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$45,000.00				
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/17/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:				
	CURRENT TERM TOTAL COST: \$45,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM				
Vendor Information		Department Information					
VENDOR: Lauren McLaughlin	VENDOR #: 41966	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald				
VENDOR CONTACT: Lauren McLaughlin	VENDOR CONTACT PHONE: (630)453-5300	DEPT CONTACT PHONE #: 630-407-8411	DEPT CONTACT EMAIL: sharon.donald@dupagecounty.gov				
VENDOR CONTACT EMAIL: joyfulbalancewellness@gmail.com	VENDOR WEBSITE: www.joyfulbalancewellness.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.). Our Drug Court has partnered with two community-based agencies, PATH to Recovery, and Serenity House, to deliver Recovery Coach services to participants. These paid coaches work with participants to identify their individualized paths to recovery. The Recovery Coach coordinator will work with the two agencies, coaches, probation, and other stakeholders to assure services are being provided in an effective and efficient manner and that participants have access to a full array of groups, interventions and programs to assist them. The hourly rate for this contract is \$40/hour.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Recovery Coach Coordinator will work with program staff to assure there are an appropriate number of coaches to be partnered with participants so all participants can take part in this aspect of the program.

# 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							
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE							
SOURCE SELECTION	Describe method used to select source. Lauren has extensive experience with the existing structure of our recovery coach services, the Recovery Community Centers and the goals and objectives of this grant.							
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Staff recommends issuance of this contract to Ms. Lauren McLaughlin to provide Recovery Coach Coordinator services. 2) The Drug Court and VA grant has allocated funds to support these services							

#### Form under revision control 04/12/2024

	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.

Send	Purchase Order To:	Send Invoices To:			
Vendor:	Vendor#:	Dept:	Division:		
Lauren McLaughlin		Probation and Court Services	Finance		
Attn:	Email:	Attn:	Email:		
Lauren McLaughlin	joyfulbalancewellness@gmail.com	Sharon Dona <b>l</b> d	sharon.donald@dupagecounty.go		
Address:	City:	Address:	City:		
30W002 Laurel Court	Warrenville	503 N County Farm Road	Wheaton		
State:	Zip:	State:	Zip:		
Illinois	60555	Illinois	60187		
Phone:	Fax:	Phone:	Fax:		
(630)453-5300		630-407-8413	630-407-2502		
Se	nd Payments To:	Ship to:			
Vendor:	Vendor#:	Dept:	Division:		
Lauren McLaugh <b>l</b> in		Probation and Court Services	Finance		
Attn:	Email:	Attn:	Email:		
Lauren McLaughlin	joyfulbalancewellness@gmail.com	Sharon Dona <b>l</b> d	sharon.donald@dupagecounty.gov		
Address:	City:	Address:	City:		
30W002 Laurel Court	Warrenville	503 N County Farm Road	Wheaton		
State:	Zip:	State:	Zip:		
Illinois	60555	Illinois	60187		
Phone:	Fax:	Phone:	Fax:		
(612)710-4298-Ce <b>ll</b>		630-407-8413	630-407-2502		
	Shipping	Contract Dates			
Payment Terms:	FOB:	Contract Start Date (PO25):	Contract End Date (PO25):		
PER 50 ILCS 505/1	Destination	Jul 9, 2025	Jul 8, 2026		

Purchase Requisition Line Details											
LN	Qty	UOM	ltem Detai <b>l</b> (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Recovery Coach Coordinator	FY25	5000	6155	53090	15PBJA21G G04221MU MU	20,000.00	20,000.00
2	1	EA		Recovery Coach Coordinator	FY26	5000	6155	53090	15PBJA21G G04221MU MU	25,000.00	25,000.00
FY is	s require	d, assure	e the correct FY i	is selected.						Requisition Total	\$ 45,000.00

	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.			
	Department nead signature approvation procurements under \$15,000. Procurement Officer Approvation E15b.			

The following documents have been attached: V-9

✓ Vendor Ethics Disclosure Statement

## INDEPENDENT CONTRACTOR AGREEMENT: RECOVERY COACH COORDINATOR

This AGREEMENT ("Agreement") is effective as of the 9<sup>th</sup> day of July, 2025, and is entered into by and between the 18th Judicial Circuit's Department of Probation and Court Services, 503 N. County Farm Road, Wheaton, Illinois 60187 ("Department") and Lauren McLaughlin an Independent Contractor ("Contractor"), 30W002 Laurel Court, Warrenville, IL 60555.

#### **RECITALS**

WHEREAS, in order to provide services to participants in Drug Court who require the services of a recovery coach, the Department must contract with certain individuals to provide recovery coach coordinator services; and

WHEREAS, the Department desires that Contractor render recovery coach coordinator services more fully described herein; and

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

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

- 1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
- 2. <u>Term</u>: This Agreement is for a term commencing July 9, 2025 and continuing through July 8, 2026 ("Term"), unless terminated sooner as provided herein.
- 3. <u>Scope of Services</u>: Contractor agrees to provide the services required and, if applicable, set forth on Exhibit "A" including providing the deliverables set forth thereon, in accordance with the terms and conditions of this Agreement. The Department may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Contractor's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.
- 4. Compensation and Payment: Compensation for Services during the initial term shall be based on an hourly rate of \$40.00 and shall not exceed forty-five thousand dollars, (\$45,000), with no reimbursement for expenses. Compensation shall be based on actual Services performed during the Term of this Agreement and the Department shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Department shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Department be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Contractor shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Department prior to payment. The Department will process payment in accordance with the Illinois Prompt Payment Act (50 ILCS 505/1 et. seq.). As such, the Department will approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice (or delivery of the goods or services, whichever is later) and will then pay any portion of the invoice which it has not disapproved within 30 days thereafter.
- 5. <u>Non-appropriation</u>: Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Department for

performance under this Agreement, the Department shall notify Contractor and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Department be liable to the Contractor for any amount in excess of the current appropriated amount.

- 6. <u>**Termination:**</u> Either party may terminate this Agreement, effective immediately, if (i) the other party fails to maintain such party's licenses, insurances, or required certifications that are required to perform such party's duties or obligations under this Agreement, (ii) the other party breaches any representation, warranty or other term of this Agreement, (iii) the Contractor is convicted of any offense punishable as a felony, (iv) the other party commits fraud, embezzlement, misappropriation or the like with respect to the other party or such party's assets. Except as set forth above, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other party.
- 7. <u>Standards of Performance</u>: Contractor agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Contractor acknowledges and accepts a relationship of trust and confidence with the Department and agrees to cooperate with the Department in performing Services to further the best interests of the Department.
- 8. <u>Assignment</u>: This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party. Should Contractor assign this Agreement to any entity consistent with the requirements of this provision, the Insurance requirements discussed in Section 13 will immediately apply.

## 9. <u>Confidentiality and Ownership of Documents.</u>

- 9.1 <u>Confidential Information</u>. In the performance of Services, Contractor may have access to certain information that is not generally known to others ("Confidential Information"). Contractor agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the Department. Contractor shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Contractor disseminate any information regarding Services without the prior written consent of the Department. Contractor agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Contractor under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.
- 9.2 <u>Ownership</u>. All records, reports, documents, and other materials prepared by Contractor in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the Department. All of the foregoing items shall be delivered to the Department upon demand at any time and in any event, shall be promptly delivered to the Department upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Contractor's possession, such items shall be restored or replaced at Contractor's expense.
- 10. <u>Representations and Warranties of Contractor</u>: Contractor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.
  - 10.1 Licensed Professionals. Services required to be performed by professionals shall be performed

by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

- 10.2 <u>Compliance with Laws</u>. Contractor is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Contractor is and shall remain in compliance with all Department policies and rules, including, but not limited to, criminal background checks.
- 10.3 <u>Good Standing</u>. Contractor is not in default and has not been deemed by the Department to be in default under any other Agreement with the Department during the five (5) year period immediately preceding the effective date of this Agreement.
- 10.4 <u>Authorization</u>. In the event Contractor is an entity other than a sole proprietorship, Contractor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Contractor is duly authorized by Contractor and has been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Contractor.
- 10.5 <u>Gratuities</u>. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Contractor in relation to this Agreement or as an inducement for award of this Agreement.
- 11. <u>Independent Contractor</u>: It is understood and agreed that the relationship of Contractor to the Department is and shall continue to be that of an independent contractor and neither Contractor nor any of Contractor's employees shall be entitled to receive Department employee benefits. As an independent contractor, Contractor agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the Department. Contractor agrees that neither Contractor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Department. Contractor hereby represents that Contractor's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the Department upon request.
- 12. <u>Favored Nation</u>: Contractor shall furnish Services to the Department at the lowest price that the Contractor charges to other similarly situated parties. If Contractor overcharges, in addition to all other remedies, the Department is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the Department until the date refund is made. The Department has the right to offset any overcharge against any amounts due to Contractor under this or any other Agreement between Contractor and the Department, and at the Department's sole option the right to declare Contractor in default under this Agreement.

## 13. Contractor's Insurance:

- 13.1 The Contractor shall maintain, at its sole expense all insurance required by law. It is the understanding of the parties that Contractor is a sole proprietor doing business as herself. In the event the Contractor assigns this contract to anyone, including but not limited to a corporate entity, LLC, or partnership *or* hires any employees, the Contractor shall maintain, at its sole expense, insurance coverage including:
  - 13.1.a Worker's Compensation Insurance in the statutory amounts to the extent required by law.
  - 13.1.b Employer's Liability Insurance in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million dollars (\$1,000.000.00) employee/disease.
- 13.2 It shall be the duty of the Contractor to provide to the Department, copies of the Contractor's Certificates of Insurance before issuance of a Notice to Proceed.
- 13.3 The insurance required to be purchased and maintained by Contractor shall be provided by an insurance company acceptable to the Department, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Department.

## 14. Indemnification.

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

15. <u>Entire Agreement and Amendment</u>: This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

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

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

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

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

### IF TO THE DEPARTMENT:

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

- Copy to: Du Page County Finance Department 421 North County Farm Road Wheaton, IL 60187 Attn: Jeffrey Martynowicz CFO
- Copy to: DuPage County Procurement Services Division 421 North County Farm Road Wheaton, IL 60187-3978
- Copy to: Mark Winistorfer, Assistant State's Attorney DuPage County State's Attorney's Office 505 North County Farm Road Wheaton, IL 60187-2521

## **IF TO CONTRACTOR:**

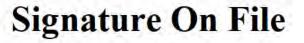
Lauren McLaughlin 30W002 Laurel Court Warrenville, IL 60555

All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with

the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 17, above.

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

DEPARTMENT



Kathy Starkovich, Director INDEPENDENT CONTRACTOR Signature On File By: \_

Lauren McLauglin, Contractor

## <u>Exhibit A</u>

Contract Name	Recovery Coach Coordinator	Contract Date	July 9, 2025
County's Project Managers	Geneva Perkinson Tim McGavin	Contractor's Project Manager	Lauren McLaughlin

## **SCOPE OF SERVICES**

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

# 1. DESCRIPTION OF INDIVIDUAL'S WORK:

Contractor is responsible for continuing and growing a recovery coach network and related activities. Contractor will:

- On-board new recovery coaches as assigned from partner agencies, primarily PATH to Recovery and Serenity House; on-boarding will include screening for appropriateness as a recovery coach;
- Assess recovery coaches strengths and effectively match with program participants;
- Plan, schedule and provide oversight for all groups and services provided by recovery coaches;
- Coordinate with Recovery Community Center locations and staff to provide a schedule of recovery coach activities and groups;
- Provide constructive feedback as needed to recovery coaches;
- Problem solve as needed with recovery coach and/or probation officer to keep client on track;
- Coordinate and facilitate meetings as needed with Recovery Community Center staff, recovery coaches and probation staff to discuss relevant information to include quarterly recovery coach meetings;
- Create a recovery capital-focused incentive program for use in the Problem Solving Courts
- Attend and participate in weekly staffings, court calls and graduation ceremonies;
- Network with community-based agencies to further develop Recovery Community Center and recovery coach opportunities;
- Initiate and participate in marketing of recovery coach services with clients and community and provide education on philosophy and process of recovery coaches to same;
- Receive training in and facilitate cognitive based intervention groups as requested and promote recovery coaches to do same, including, but not limited to CCAR's Recovery Coaching within Justice Settings;
- Provide other services as mutually agreed upon.

## 2. **DELIVERABLES**

- As needed, update and facilitate on-boarding curriculum for new recovery coaches focusing on ethics, boundaries, appropriate roles and responsibilities, do's and don'ts and related material that a new recovery coach would need to be successful in their role;
- On an on-going basis, on-board and orientate a sufficient number of recovery coaches to meet programmatic needs;
- By December 31, 2025 contractor will provide an outline for the recovery-capital focused incentive program;

- Provide a monthly schedule of events, groups and meeting opportunities for coaches and participants at the Recovery Community Centers;
- On a monthly basis will distribute an electronic document to probation staff regarding recovery coach services and processes;
- Prepare and submit information on supplied forms for quarterly and twice-yearly grant reports with approximate due dates of July 30 and October 30, 2025 and January 30 and April 30, 2026;
- On a bi-monthly basis, Contractor will submit a report on those clients who have been referred for recovery coach services during the current two week period. This report will inform probation if the client has followed through with the referral, any known reasons for not following through and a plan to engage clients as needed;
- On a monthly basis, Contractor will submit written progress reports by the 15<sup>th</sup> of each month indicating:
  - Significant activities undertaken or significant situations addressed during the preceding month;
  - Status of recovery coach-participant matches including search for prospective coaches.



# **REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT**

# Section I: Contact Information

Please complete the contact information below.

	Lauren McLaughlin	
CONTACT PERSON:	Lauren McLaughlin	

# 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.

	(e.g., cash, type of item, in-kind services, etc.)	
X		

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

(AK 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.

	PHONE	
		· · · · · · · · · · · · · · · · · · ·

# 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: LAUREN MUALEHUN	Signature On File
TINE RECOVERY COALA CORDINATOR	Date: _6/3/2025



Finance Resolution

File #: FI-R-0104-25

Agenda Date: 6/17/2025

**Agenda #:** 7.A.

## ADDITIONAL APPROPRIATION FOR THE TITLE IV-D GRANT SFY 26-27 INTERGOVERNMENTAL AGREEMENT NO. 2026-55-013-IGA COMPANY 5000 - ACCOUNTING UNIT 6570 \$1,629,842

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

WHEREAS, the County of DuPage, through the DuPage County State's Attorney's Office heretofore accepted the Title IV-D Grant SFY 26-27, Intergovernmental Agreement No. 2026-55-013-IGA, Company 5000 - Accounting Unit 6570, pursuant to Resolution FI-R-0097-25, for the period of July 1, 2025, through June 30, 2027; and

WHEREAS, the previously accepted resolution authorized the State's Attorney's Office to enter into said agreement but did not appropriate funding in the amount of \$1,629,842 (ONE MILLION, SIX HUNDRED TWENTY-NINE THOUSAND, EIGHT HUNDRED FOURTY-TWO AND NO/100 DOLLARS); 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 the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$1,629,842 (ONE MILLION, SIX HUNDRED TWENTY-NINE THOUSAND, EIGHT HUNDRED FOURTY-TWO AND NO/100 DOLLARS) be made to establish the Title IV-D Grant SFY 26-27, Intergovernmental Agreement No. 2026-55-013-IGA, Company 5000 - Accounting Unit 6570, for the period July 1, 2025, through June 30, 2027; 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 24<sup>th</sup> day of June 2025, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK

## ATTACHMENT I

# ADDITIONAL APPROPRIATION TO ESTABLISH TITLE IV-D PROGRAM GRANT SFY 26-27 INTERGOVERNMENTAL AGREEMENT NO. 2026-55-013-IGA COMPANY 5000 – ACCOUNTING UNIT 6570 \$1,629,842

#### **REVENUE** \$ 41000-0002 - Federal Operating Grant - HHS 1,075,696 41400-0003 - State Operating Grant - IDHFS 554,146 TOTAL ANTICIPATED REVENUE 1.629.842 S **EXPENDITURES** PERSONNEL 50000-0000 - Regular Salaries \$ 1,312,738 51010-0000 - Employer Share I.M.R.F. 137,837 51030-0000 - Employer Share Social Security 100,424 51040-0000 - Employee Med & Hosp Insurance 19,675 TOTAL PERSONNEL \$ 1,570,674 **COMMODITIES** 4,000 52200-0000 - Operating Supplies & Materials \$ \$ TOTAL COMMODITIES 4,000 CONTRACTUAL 53090-0000 - Other Professional Services \$ 43,564 53510-0000 - Travel Expense 4,000 53600-0000 - Dues & Memberships 5,000 53610-0000 - Instruction & Schooling 2,604 TOTAL CONTRACTUAL \$ 55,168 TOTAL ADDITIONAL APPROPRIATION 1,629,842



File #: JPS-R-0009-25

**Agenda Date:** 6/17/2025

**Agenda #:** 7.B.

# MEMORANDUM OF UNDERSTANDING BETWEEN THE COMPASS CHURCH AND THE COUNTY OF DUPAGE

WHEREAS, the COMPASS CHURCH, at 1551 Hobson Road in the City of Naperville and at 520 E. Roosevelt Road in the City of Wheaton, is a non-governmental and not-for-profit faith-based community; and

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

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

WHEREAS, the COMPASS CHURCH desires to, after meeting its responsibilities to parishioners, members, and clients, voluntarily permit, to the extent possible, without compensation, and upon request of the County, the use of its physical facilities by the County as a disaster relief center/shelter for the victims of an emergency or disaster.

NOW, THEREFORE, BE IT RESOLVED, that the County Board accepts and approves the attached Agreement with the COMPASS CHURCH, at 1551 Hobson Road in the City of Naperville and at 520 E. Roosevelt Road in the City of Wheaton.

Enacted and approved this 24<sup>th</sup> day of June, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK

# MEMORANDUM OF AGREEMENT FOR THE USE OF FACILITIES AS A DISASTER RELIEF CENTER/SHELTER

This Agreement is made and entered into between The Compass Church and DuPage County, through the Office of Homeland Security and Emergency Management, hereinafter referred to as "the County", to authorize the use of the facilities described below to assist in the provision of emergency and mass care services to victims of an emergency or disaster.

Pursuant to the terms of various federal and state statutes, rules, and policies, the County provides mass care services to victims of emergency or disaster. Mass care services are defined as the provision of:

- Temporary Shelter
- Emergency Feeding
- Emergency First Aid
- Dispensing of Prophylactic Drugs
- Emergency Welfare Inquiry
- Bulk Distribution of Emergency Relief Items

The County, through various operating departments, provides these services following a request by the Mayor or Village President of an incorporated municipality or following the declaration of a State of Emergency or Disaster by the County Board Chair.

## RECITALS

The parties described above, mutually agree to make the facilities of The Compass Church – Naperville Campus located at 1551 Hobson Road in the City of Naperville and The Compass Church – Wheaton Campus located at 520 E. Roosevelt Road in the City of Wheaton available to the County, in accordance with the following provisions:

- 1. The Compass Church agrees that, after meeting its responsibilities to parishioners, members, and clients, it will maintain the physical facilities that are appropriate, based on county, state, and federal guidelines, for use as a disaster relief center/shelter, and will voluntarily permit, to the extent possible, without compensation, and upon request of the County, the use of its physical facilities by the County as a disaster relief center/shelter for the victims of an emergency or disaster.
- 2. The County agrees that it will exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse The Compass Church for any foods or supplies that may be used by the County in the conduct of its relief activities in said disaster relief center/shelter.

### RELEASE OF LIABILITY

Section 21 of the Illinois Emergency Management Agency Act provides liability coverage regarding the use of these facilities as a disaster relief center/shelter as provided below:

- (a) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants a license or privilege, or otherwise permits the designation or use of the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual or impending disaster, or an exercise together with his or her successors in interest, if any, shall not be civilly liable for negligently causing the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission, or for negligently causing loss of, or damage to, the property of such person.
- (b) Any private person, firm or corporation and employees and agents of such person, firm or corporation in the performance of a contract with, and under the direction of, the State, or any political subdivision of the State under the provisions of this Act shall not be civilly liable for causing the death of, or injury to, any person or damage to any property except in the event of willful misconduct.
- (c) Any private person, firm or corporation, and any employee or agent of such person, firm or corporation, who renders assistance or advice at the request of the State, or any political subdivision of the State under this Act during an actual or impending disaster, shall not be civilly liable for causing the death of, or injury to, any person or damage to any property except in the event of willful misconduct.

The immunities provided in this subsection (c) shall not apply to any private person, firm or corporation, or to any employee or agent of such person, firm or corporation whose act or omission caused in whole or in part such actual or impending disaster and who would otherwise be liable therefore. (Source: P.A. 98-756, eff. 7-16-14.)

(Source: 20 ILCS 3305/21)

### CERTIFICATIONS

In witness thereof, both The Compass Church and the County have caused this Agreement to be
executed. This Agreement shall become effective and operational upon the affixing of the last signatur
hereto.

For DuPage County:

For The Compass Church:

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Date

Date



**File #:** 25-1524

**Agenda Date:** 6/17/2025

**Agenda #:** 8.A.



GOVERNMENT

# **Grant Proposal Notification**

GPN Number:016-25	Date of Notification: 06/09/2025				
(Completed by Finance Departmen					
Parent Committee Agenda Date	Grant Application Due Date: 04/01/2025				
(Completed by Finance Departmen	t) (MM/DD/YYYY) (MM/DD/YYYY)				
Name of Grant:	DuPage County Adult Redeploy Illinois Programs SFY26				
Name of Grantor:	Illinois Criminal Justice Information Authority				
Originating Entity:	(Name the entity from which the funding originates, if Grantor is a pass-thru entity)				
County Department:	Probation and Court Services				
Department Contact:	Sharon Donald, Finance Manager - Ext. 8413 (Name, Title, and Extension)				
Parent Committee:	Judicial and Public Safety				
	\$ 429,853.00				
Grant Amount Requested:					
Type of Grant:	Renewal Application				
	(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)				
Is this a new non-recurring Grar	nt: Yes 🗸 No				
Source of Grant:	🗌 Federal 🗹 State 🗌 Private 🗌 Corporate				
If Federal, provide CFDA:	If State, provide CSFA:				
	Page 1 of 5				



# GOVERNMENT

# **Grant Proposal Notification**

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

The Adult Redeploy Program goal is to reduce the number of probation violators committed to the Illinois Department of Corrections (IDOC). Our Department implemented a "probation violator" caseload structured as an enhancement to the Department's Administrative Sanctions Program. The caseload offers probationers facing technical violations the opportunity to participate in intensive cognitive behavioral services and increased frequency of supervision and an alternative to incarceration.

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

Safe Community: DuPage County Department of Probation seeks support from Illinois Criminal Justice Information Authority Adult Redeploy program to provide continued local, community-based sanctions and alternatives for offenders who would likely be incarcerated if these local services and sanctions were unavailable.

3. What is the period covered by the grant?

<u>07/01/2025</u> to: <u>06/30/2026</u> (MM/DD/YYYY)

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

3.1.1. \_\_\_\_\_\_ and \_\_\_\_\_ (MM/YY) (Duration)

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

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)

 $\checkmark$ 

No



# **Grant Proposal Notification**

- 6. Does the grant allow for Personnel Costs? (Yes or No)
  - 6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary		\$270,363.00	Percentage covered by grant	100%	_
6.1.2. Total fringe benefits		\$84,396.00	Percentage covered by grant	100%	
6.1.3. Are any	of the County-	provided fringe benefits d	isallowed? (Yes or No):	Yes	
6.1.3.1.	If yes, which	ones are disallowed?			
	Tuition reir through the		payouts are not allowable expe	enses	
6.1.3.2.	If the grant o will the defic		e personnel costs, from what Com	pany-Accou	unting Unit
6.2. Will receipt of this grant require the hiring of additional staff? (Yes or 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 head	dcount of the new positior	n(s) be placed in the grant account	ting unit?	
6.2.1.2	.1. If no	, in what Company-Accou	nting Unit will the headcount(s) be	e placed?	(Yes or No)
5000-6192					

Yes



# GOVERNMENT

# **Grant Proposal Notification**

	6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or 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 allo	ow for direct administrative costs? (Yes or No)	N/A			
	7.1. If yes, please	answer the following:				
	7.1.1. Total es	timated direct administrative costs for project				
	7.1.2. Percenta	age of direct administrative costs covered by grant				
	7.1.3. What pe	ercentage of the grant total is the portion covered by the grant				
8.	What percentage	of the grant funding is non-personnel cost / non-direct administrative cost?	17.5%			
9.	Are matching fund	s required? (Yes or No):	No			
	9.1. If yes, please	answer the following:				
	9.1.1. What pe	ercentage 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. V	Vhat Company-Accounting Unit(s) will provide the matching requirement?		
10.	What amou	int of funding is already allocated for the project?	\$0.0	0
	10.1.	If allocated, in what Company-Accounting Unit are the funds located?		
	10.2.	Will the project proceed if the funding opportunity is not awarded? (Yes or No)	: _	No
11	What is the	total project cost (Grant Award + Match + Other Allocated Funding)?	\$429,85	3.00