

DU PAGE COUNTY

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

Judicial and Public Safety Committee Final Summary

Tuesday, May 16, 2023 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

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

Staff present: Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Conor McCarthy (State's Attorney Office), Lisa Smith (State's Attorney Office), Suzanne Armstrong (Court Administrator), Edmond Moore (Undersheriff), Craig Dieckman (Director, Office of Homeland Security and Emergency Management), John Nebl (Emergency Management Coordinator, Office of Homeland Security and Emergency Management), Jason Blumenthal (Policy and Program Manager), Jeff Martynowicz (Chief Financial Officer), Nick Etminan (Procurement) and Robert McEllin (Director, Probation and Court Services).

<u>Presenters</u>: Judge Ann Celine Walsh (Chair, Family Violence Coordinating Council) and Diana Hightower (Coordinator, Family Violence Coordinating Council)

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

MOTION TO ALLOW REMOTE PARTICIPATION

Member Gustin moved, seconded by Member DeSart to allow Member Jim Zay to participate remotely.

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

RESULT: APPROVED
MOVER: Patty Gustin
SECONDER: Dawn DeSart

3. PUBLIC COMMENT

No public comment was offered.

4. CHAIRWOMAN'S REMARKS - Chair Evans

Chair Lucy Evans welcomed all in attendance. She informed the Committee that Judge Ann Celine Walsh would be presenting an overview of the Family Violence Coordinating Council later in the meeting. Chair Evans also recognized that this is National Police Week. She went on to thank all of the hardworking law enforcement officers that serve and protect our communities and keep the residents of DuPage County safe.

5. APPROVAL OF MINUTES:

5.A. **23-1847**

Judicial and Public Safety Committee - Regular Meeting - Tuesday, May 2, 2023.

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

RESULT: APPROVED

MOVER: Michael Childress

SECONDER: Mary Ozog

6. PROCUREMENT REQUISITIONS

6.A. **23-1848**

Recommendation for the approval of a contract to Kelly A. Graham, to design and implement comprehensive job placement for unemployed Probationers, for the period May 29, 2023 through May 28, 2024, for a contract total amount not to exceed \$27,000. Other professional services 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).

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

RESULT: APPROVED

MOVER: Yeena Yoo

SECONDER: Liz Chaplin

6.B. **JPS-P-0053-23**

Recommendation for the approval of a contract to Nestor A. Evaristo, as a Veteran Mentor Coordinator to develop a veteran peer mentor program, for the period May 30, 2023 through May 29, 2024, for a contract total amount not to exceed \$37,500. Other professional services 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 - Grant Funded).

Member Yeena Yoo inquired as to how many veterans are involved in the veteran mentor program. Robert McEllin, Director of Probation and Court Services responded that there are currently about 21 veterans in veteran court and at least seven veterans that are applying for support services. In addition, Director McEllin indicated that there are some veterans in drug court that this Veteran Mentor Coordinator will also work with. Member Yoo also asked why the contract total amount for this item is higher compared to the contract total amount in the previous item. Director McEllin replied that it is

anticipated this Veteran Mentor Coordinator will work more hours than the Employment Coordinator.

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Liz Chaplin

SECONDER: Michael Childress

6.C. **23-1849**

Recommendation for the approval of a contract to Sandra K. White, as a Recovery Coach Coordinator to work with the two agencies, coaches, probation, and other stakeholders to provide services to the participants in the program, for the period May 22, 2023 through May 21, 2024, for a contract total amount not to exceed \$22,500. Other professional services 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 - Grant Funded).

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

RESULT: APPROVED

MOVER: Liz Chaplin

SECONDER: Greg Schwarze

7. **RESOLUTIONS**

7.A. **JPS-R-0060-23**

Recommendation for the approval of an addendum to resolution JPS-R-0002-23, Intergovernmental Agreement between the County of DuPage and the County of Kane for Housing and Detention services for minors, to modify the insurance coverage to reflect excess coverage in the amount of \$20 million with a \$1 million self-insurance retention. (Probation & Court Services)

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Mary Ozog SECONDER: Yeena Yoo

8. BUDGET TRANSFERS

8.A. **23-1850**

Transfer of funds from account no. 1300-4130-53828 (contingencies) to account no. 1300-4130-52260 (fuel and lubricants) in the amount of \$5,000 to cover the expenses of gasoline for county vehicles utilized by county employees in our office. (Coroner's Office)

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

RESULT: APPROVED

MOVER: Yeena Yoo

SECONDER: Michael Childress

8.B. **23-1851**

Transfer of funds from account no. 1000-5900-50099 (new program requests-personnel) to account no. 1000-5900-50000 (regular salaries) in the amount of \$60,000 to cover the salary of a Full-Time Court Interpreter. This FY23 budgeted position for a new program request was filled on 12/1/2022. Money needs to be transferred from New Program Requests to Regular Salaries. (18th Judicial Circuit Court)

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

RESULT: APPROVED

MOVER: Yeena Yoo

SECONDER: Liz Chaplin

9. ACTION ITEMS

9.A. <u>23-1852</u>

Decrease and close Purchase Order 5534-0001 SERV, issued to Quicket Solutions, Inc., in the amount of \$1,071,000. (Clerk of the Circuit Court)

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Michael Childress

SECONDER: Yeena Yoo

10. GRANTS

10.A. **23-1853**

GPN 024-23: FY24 Tobacco Grant - Illinois Department of Human Services - U.S. Department of Health Services - \$6,993. (Sheriff's Office)

Member Patty Gustin asked whether there will be State funding available for education on the use of drugs, tobacco and marijuana. Policy and Program Manager Jason Blumenthal commented that this is being monitored and that he will look into it further to determine the status. Mr. Blumenthal further mentioned that the Sheriff's Office currently has a program in place where they go to schools and other organizations to provide education on the dangers of using these substances. Lastly, Mr. Blumenthal indicated that he would discuss this topic further with Legislative Committee Chair Dawn DeSart.

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Liz Chaplin

SECONDER: Michael Childress

10.B. **23-1854**

GPN 025-23: State Criminal Alien Assistance Program (SCAAP) FY23 - U.S. Department of Justice - Bureau of Justice Assistance - \$488,323.88. (Sheriff's Office)

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Liz Chaplin SECONDER: Yeena Yoo

10.C. **23-1855**

GPN 026-23: Victims of Crime Act PY24 - Illinois Criminal Justice Information Authority (through CACI) - U.S. Department of Justice - \$80,504. (State's Attorney Office/Children's Center)

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Liz Chaplin SECONDER: Yeena Yoo

10.D. **23-1856**

GPN 029-23: DuPage County Adult Redeploy Illinois Programs SFY24 - Illinois Criminal Justice Information Authority - \$450,514.85. (Probation and Court Services)

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Liz Chaplin SECONDER: Yeena Yoo

11. TRAVEL

11.A. **23-1857**

Authorization is requested for overnight travel for two (2) Emergency Management Specialists to attend the Multi-Agency Resource Center (MARC) Training at the ILEAS Training Center in Urbana, Illinois. The dates of travel are May 30, 2023 through May 31, 2023. This training will provide an overview of the MARC goals, set-up and operations. It is important for these Specialists to attend this training as they are responsible for coordinating the development of DuPage County's Multi-Agency Resource Center Plan development. The cost to DuPage County for both staff members would be \$509.10 for gasoline, lodging and meals. (Office of Homeland Security and

Emergency Management)

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

RESULT: APPROVED AT COMMITTEE

MOVER: Liz Chaplin

SECONDER: Michael Childress

11.B. **23-1858**

Authorization is requested for the OHSEM Communications Unit (COMU) Leader to attend a Communications Unit (COMU) Program Working Group at the ILEAS Training Center in Urbana, Illinois. The dates of travel are June 7, 2023 through June 8, 2023. Lodging and meals are provided. No cost to DuPage County. (Office of Homeland Security and Emergency Management)

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

RESULT: APPROVED AT COMMITTEE

MOVER: Liz Chaplin SECONDER: Yeena Yoo

11.C. **23-1859**

Authorization is requested for overnight travel for RapidComm 4 and two (2) OHSEM Reservists to fulfill a mutual aid request from IEMA supporting Madison County Emergency Management Agency with public safety communications. (IEMA Mission #IU 2023-0026) The dates of travel are June 2, 2023 through June 4, 2023. Madison County will provide lodging, while DuPage County covers the cost of fuel and per diems for both reservists in the amount of \$665. (Office of Homeland Security and Emergency Management)

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

RESULT: APPROVED AT COMMITTEE

MOVER: Liz Chaplin

SECONDER: Michael Childress

12. INFORMATIONAL

12.A. **23-1860**

Public Defender's Office April Monthly Statistical Report (Public Defender's Office)

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

RESULT: ACCEPTED AND PLACED ON FILE

MOVER: Dawn DeSart SECONDER: Yeena Yoo

13. PRESENTATION

13.A. Judge Ann Celine Walsh - Overview of the Family Violence Coordinating Council (FVCC)

Judge Ann Celine Walsh, Presiding Judge of the Speciality and Juvenile Courts Division and Chair of the Family Violence Coordinating Council for the 18th Judicial Circuit Court, was joined by Diana Hightower, Coordinator of the Family Violence Coordinating Council. Together, they presented to the Committee an overview of the Family Violence Coordinating Council (FVCC). Judge Walsh began by thanking the Committee members for all of the good work that they do on behalf of the Courts. She then went on to state that she has been the Chair of the FVCC for five years and offered a brief background on the Council.

At this time, Diana Hightower shared with the Committee some of the objectives of the FVCC. She began by stating that the FVCC is funded by a grant through the Illinois Criminal Justice Information Authority (ICJIA) and is a collaboration of the courts, law enforcements, advocacy groups and other organizations which seek to improve the system's response to domestic violence. The goals of the FVCC are to provide a forum to improve institutional, professional and community response to family violence including child abuse, elder abuse and domestic abuse. Further, the FVCC offers education and prevention as well as coordinates interventions and services for both victims and perpetrators. The FVCC seeks to contribute to the improvement of the legal system and the administration of justice.

There are four committees within the FVCC which include: the Steering Committee, the Courts and Law Enforcement Committee, the Community Intervention and Education Committee and the QR Code Committee. Coordinator Hightower went on to explain the objectives of the Steering Committee, the Courts and Law Enforcement Committee and the Community Intervention and Education Committee.

At this time, Judge Walsh provided an in-depth presentation of the QR Code Committee. This Committee was launched in March of 2023 and is intended to help domestic violence victims safely and quickly seek the resources they need. The FVCC, in collaboration with the State's Attorney Office and the DuPage County Health Department, has created a training tool for the more than 40 law enforcement agencies in DuPage County to implement the QR Code. Judge Walsh's goal is to grow this initiative and encouraged the Committee members to spread the word to others. She also asked them to reach out to her if they know of any additional contacts that would benefit from this program.

A question and answer session followed.

14. OLD BUSINESS

No old business was offered.

15. NEW BUSINESS

No new business was offered.

16. ADJOURNMENT

With no further business, the meeting was adjourned at 8:45 AM. The next meeting is scheduled for Tuesday, June 6, 2023 at 8:00 AM.

Minutes



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Judicial and Public Safety Committee Final Summary

Tuesday, May 2, 2023 8:00 AM County Board Room

1. CALL TO ORDER

8:00 AM meeting was called to order by Vice Chair Grant Eckhoff at 8:01 AM.

2. ROLL CALL

Other Board members present: Member Paula Garcia and Member Sheila Rutledge

Staff in attendance: Nick Kottmeyer (Chief Administrative Office), Joan Olson (Chief Communications Officer), Conor McCarthy (State's Attorney Office), Paul Bruckner (State's Attorney Office), Evan Shields (Public Information Officer), Jeff Martynowicz (Chief Financial Officer), Jason Blumenthal (Policy and Program Manager), Nick Alfonso (State's Attorney Office), Jeff York (Public Defender), Nick Etminan (Procurement) and Tim Harbaugh (Deputy Director of Facilities).

PRESENT	Chaplin, Childress, Eckhoff, Gustin, Krajewski, Ozog, Schwarze, Tornatore, Zay, and Yoo
ABSENT	DeSart
REMOTE	Evans

MOTION TO ALLOW REMOTE PARTICIPATION

Member Tornatore moved, seconded by Member Childress to allow Chair Lucy Evans to participate remotely.

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

RESULT: APPROVED

MOVER: Sam Tornatore

SECONDER: Michael Childress

3. PUBLIC COMMENT

No public comment was offered.

4. CHAIR REMARKS - Chair Evans

Chair Lucy Evans thanked Vice Chair Grant Eckhoff for chairing today's meeting.

5. APPROVAL OF MINUTES:

5.A. **23-1675**

Judicial and Public Safety Committee - Regular Meeting - Tuesday, April 18, 2023.

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

RESULT: APPROVED

MOVER: Greg Schwarze

SECONDER: Michael Childress

6. BUDGET TRANSFERS

6.A. **23-1676**

Transfer of funds from account nos. 5000-4510-53090 (other professional services) and 5000-4510-53300 (repair and maintenance facilities) to account nos. 5000-4510-50010 (overtime), 5000-4510-51010 (employer share IMRF), 5000-4510-51030 (employer share social security) and 5000-4510-52200 (operating supplies and materials) in the amount of \$16,000 for the following reason: The estimates for the construction of a new doorway came in significantly over what had been budgeted in the grant application, so the construction project was cancelled. The estimate for a QAS audit is less than what had been originally budgeted. The funds from these two categories will be moved to overtime (personnel) and supplies. (Sheriff's Office)

Members Jim Zay and Brian Krajewski inquired as to the reason for so many budget transfers, especially this early in the year, and whether staff needed training. Chief Financial Officer Jeff Martynowicz indicated that currently his budget team is meeting with staff to review the process for the new budget software platform. CFO Martynowicz also commented that his team is working on a proposed modification to the budget policy and will soon be bringing that forward to the Board for consideration.

Member Mary Ozog asked what the purpose of this new doorway was and whether construction costs and supply chain issues are necessitating so many budget transfers. Deputy Chief Dan Bilodeau of the Sheriff's Office explained that this proposed new doorway would have made the process to check in and receive evidence more efficient, but that since estimates for the cost of the doorway exceeded the budgeted amount in the grant, the construction project was cancelled and these funds are being transferred back to the operational lines within the grant.

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

RESULT: APPROVED

MOVER: Jim Zay

SECONDER: Liz Chaplin

6.B. **23-1677**

Transfer of funds from account no. 1300-4130-53828 (contingencies) to account nos. 1300-4130-42107 (county gas sales) and 1300-4130-42048 (auto repair fee) in the amount of \$6,000 to cover the expenses of gasoline and repairs for county vehicles utilized by county employees for the Coroner's Office. (Coroner's Office)

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

RESULT: APPROVED **MOVER:** Greg Schwarze

SECONDER: Jim Zay

7. ACTION ITEMS

7.A. **23-1643**

Approval of an extension to the contract issued to Journal Technologies, Inc. (PO 2846), for a new contract end date of September 30, 2024. No change in contract dollar amount. (Public Defender's Office)

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Liz Chaplin

SECONDER: Michael Childress

8. GRANTS

8.A. **23-1678**

GPN-023-23: Donated Funds Initiative Grant PY24 - Illinois Department of Human Services - U.S. Department of Health and Human Services - \$77,339. (State's Attorney Office/Children's Center)

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Patty Gustin
SECONDER: Brian Krajewski

9. INFORMATIONAL

9.A. <u>23-1679</u>

Informational - Pursuant to FI-O-0056-22 and DT-R-0306B-22, one (1) vehicle replacement purchase order for FY2023 for the State's Attorney Office has been issued through Friendly Ford, Inc. in the amount of \$31,091.26. (State's Attorney Office)

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

RESULT: ACCEPTED AND PLACED ON FILE

MOVER: Liz Chaplin SECONDER: Jim Zay

10. OLD BUSINESS

Member Yeena Yoo asked for an update on the Family Center and the relocation of their mediation. Policy and Program Manager Jason Blumenthal indicated that staff has been working on these plans and will provide her with an update soon.

11. **NEW BUSINESS**

No new business was offered.

12. ADJOURNMENT

With no further business, the meeting was adjourned at 8:10 AM. The next meeting is scheduled for Tuesday, May 16, 2023 at 8:00 AM.





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



Procurement Review Comprehensive Checklist Procurement Services Division

This form must accompany all Purchase Order Requisitions

	SECTION 1:	DESCRIPTION			
General Tracking		Contract Terms	Contract Terms		
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$27,000.00 CONTRACT TOTAL COST WITH ALL RENEWALS: \$27,000.00		
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 05/16/2023	PROMPT FOR RENEWAL:			
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:		
	\$27,000.00	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: phone number on file	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupageco.org		
VENDOR CONTACT EMAIL: VENDOR WEBSITE: email on file		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.). Employment Services Trainer to identify job placement for unemployed Probationers. The hourly rate for this contract is \$30/hour.

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. 3rd renewal from county website posting past year.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) 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.

	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	d 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	email on file	Sharon Donald	sharon.donald@dupageco.org	
Address: address on file	City: Batavia	Address: City: 503 N County Farm Road Wheaton		
State:	Zip:	State:	Zip:	
Illinois	60510	Illinois	60187	
Phone: Fax: whone number on file		Phone: 630-407-8413	Fax: 630-407-2502	
Send Payments To:		Ship to:		
Vendor:	Vendor#:	Dept:	Division:	
Kelly A. Graham	14161	Probation and Court Services	Finance	
Attn:	Email:	Attn:	Email:	
Kelly A. Graham	email on file	Sharon Donald	sharon.donald@dupageco.org	
Address: address on file	City:	Address:	City:	
	Batavia	503 N County Farm Road	Wheaton	
State:	Zip:	State:	Zip: 60187	
Illinois	60510	Illinois		
Phone: phone number on file	Fax:	Phone: 630-407-8413	Fax: 630-407-2502	
	Shipping	Cont	tract Dates	
Payment Terms:	FOB:	Contract Start Date (PO25):	Contract End Date (PO25):	
PER 50 ILCS 505/1	Destination	May 29, 2023	May 28, 2024	

					Purcha	se Requis	ition Lin	e Details			
LN	Qty	UOM	ltem Detai l (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	FY23	1400	6120	53090		20,000.00	20,000.00
2	1	EA		Contractual Employment Services Trainer to implement a job placement program for Probationers	FY24	1400	6120	53090		7,000.00	7,000.00
3		EA									0.00
4		EA									0.00
5		EA									0.00
6		EA									0.00
7		EA									0.00
FY is required, assure the correct FY is selected. Requisition Total \$					\$ 27,000.00						

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:

W-9

Vendor Ethics Disclosure Statement

INDEPENDENT CONTRACTOR AGREEMENT: EMPLOYMENT TRAINING SERVICES

This AGREEMENT ("Agreement") is effective as of the 29th day of May 2023 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, Address on fileBatavia, 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:

- 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 May 29, 2023 and continuing through May 28, 2024 ("Term"), unless terminated sooner as provided herein.
- 3. Scope of Services: 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 \$30.00 and shall not exceed twenty-seven thousand dollars, (\$27,000.00), 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 (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. Termination: 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. Confidentiality and Ownership of Documents.

- Onfidential Information. 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 Ownership. 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. Representations and Warranties of Contractor: 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 Good Standing. 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.
- Authorization. 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. Favored Nation: 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, insurance coverage including:
 - 13.1.a Worker's Compensation Insurance in the statutory amounts.
 - 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. 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 are of no force or effect.
- 16. Governing Law: 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 18th 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:

Robert McEllin, 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

Conv to

Director

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 Address on file 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	INDEPENDENT		
Signature on file	By: _Śignature on file		
Robert McEllin,	Kelly A. Graham		

Exhibit A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	EMPLOYMENT SERVICES TRAINER	Contract Date	May 29, 2023
County's Project Managers	Walter Davis	Contractor's Project Manager	Kelly A. Graham

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced 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:
 - o Identify, contact and establish relationships with prospective partner employers;
 - o Describe the employment training and job placement program to employers;
 - o 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 15th 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.



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:	Apr 20, 2023
Bid/Contract/PO #	:	

Company Name: Kelly A. Graham	Company Contact: Kelly A. Graham
Contact Phone:	Contact Email:

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	ا داده داد ا) I£			h	h		
IXI	INCINE	(cneck i	iere) - ii	no conti	ributions	nave	peen	mau	E

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

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

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

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

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

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

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

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

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

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

Authorized Signature	Signature on file
Printed Name	Kelly A. Graham
Title	Employment Coordinator
Date	Apr 6, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page ___1__ of ___1 (total number of pages)

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



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

File #: JPS-P-0053-23 Agenda Date: 5/16/2023 Agenda #: 14.B.

AWARDING RESOLUTION ISSUED TO NESTOR A. EVARISTO TO PROVIDE VETERAN MENTOR COORDINATOR SERVICES FOR VETERAN COURT OF THE PROBATION AND COURT SERVICES (CONTRACT TOTAL AMOUNT \$37,500)

WHEREAS, an agreement for professional services not subject to competitive bidding per 55 ILCS 5/5-1022(c)has been negotiated in accordance with 2-353(1)(b) of the DuPage County Purchasing Ordinance; and

WHEREAS, the Judicial and Public Safety recommends County Board approval for the issuance of the contract to Nestor A. Evaristo, to provide Veteran Mentor Coordinator Services, for the period of May 30, 2023 through May 29, 2024, for Veteran Court of the Department of Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide Veteran Mentor Coordinator Services, for the period of May 30, 2023 through May 29, 2024, for Veteran Mentor Coordinator Services, be, and it is hereby approved for the issuance of a contract by the Procurement Division to Nestor A. Evaristo, Glendale Heights, IL 60139 for a contract total amount of \$37,500.

Enacted and approved this 23rd day of May, 2023 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#: 23-1744	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$37,500.00			
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 05/16/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:			
	CURRENT TERM TOTAL COST: \$37,500.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	: CURRENT TERM PERIOD: INITIAL TERM			
Vendor Information		Department Information				
VENDOR: NESTOR A. EVARISTO	VENDOR #:	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald			
VENDOR CONTACT: NESTOR A. EVARISTO	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupageco.org			
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #:	1			

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.). Nationwide, effective Veterans Courts have strong veteran peer mentor programs where participants are matched with a volunteer mentor in the community. Veteran Mentor Coordinator will continue to develop a peer mentor program, coordinating the matching of participants and mentors and creating and maintaining a schedule of events and activities for the established Veterans Court. The Mentor Coordinator will establish a 501c3 to raise funds for community-based pro-social activities and will work with the mentors to assist the participants in their recovery process.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

This program will provide support to the veteran population in the judicial system.

SECTION 2: DECISION MEMO REQUIREMENTS							
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.						
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. Nestor Evaristo is a 32-year veteran of the United States Air Force Reserves and enjoyed a 16-year career as an adult probation officer in Lake County, IL. Several candidates were interviewed, and Nestor was selected based on his expertise, veteran experience and career.						
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 Nestor A. Evaristo to provide Peer Mentor Coordinator Services. 2) The Drug Court and VA grant has allocated funds to support these 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.						

Send	Purchase Order To:	Send Invoices To:			
Vendor: NESTOR A. EVARISTO	Vendor#:	Dept: Probation and Court Services	Division: s Finance Email: sharon.donald@dupageco.org City: Wheaton		
Attn: NESTOR A. EVARISTO	Email:	Attn: Sharon Dona l d			
Address:	City: Glendale Heights	Address: 503 N County Farm Road			
State: Illinois	Zip: 60139	State: Wheaton	Zip: 60187		
Phone:	Fax:	Phone: 630-407-8413	Fax: 630-407-2502		
Se	end Payments To:	Ship to:			
Vendor: NESTOR A. EVARISTO	Vendor#:	Dept: Probation and Court Services	Division: Finance		
Attn: NESTOR A. EVARISTO	Email:	Attn: Sharon Dona l d	Email: sharon.donald@dupageco.org		
Address:	City: Glendale Heights	Address: 503 N County Farm Road	City: Wheaton		
State: Illinois	Zip: 60139	State: Illinois	Zip: 60187		
Phone:	Fax:	Phone: 630-407-8413	Fax: 630-407-2502		
	Shipping	Cont	ract Dates		
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 30, 2023	Contract End Date (PO25): May 29, 2024		

Purchase Requisition Line Details													
LN	Qty	UOM	ltem Detai l (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension		
1	1	EA		Venteran Mentor Coordinator to develop a veteran peer mentor program with in the established Veterans Court	FY23	5000	6155	3090	15PBJA21G G04221MU MU	21,875.00	21,875.00		
2	1	EA		Venteran Mentor Coordinator to develop a veteran peer mentor program with in the established Veterans Court	FY24	5000	6155	3090	15PBJA21G G04221MU MU	,	15,625.00		
FY	is require	d, assure	the correct FY i	s selected.			FY is required, assure the correct FY is selected. Requisition Total \$						

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:

W-9

Vendor Ethics Disclosure Statement

INDEPENDENT CONTRACTOR AGREEMENT: VETERAN MENTOR COORDINATOR

This AGREEMENT ("Agreement") is effective as of the 30th day of May, 2023, 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 Nestor A. Evaristo, Address on file

Glendale Heights, IL 60139, an Independent Contractor ("Contractor").

RECITALS

WHEREAS, in order to provide services to participants in Veterans Court who require the services of a peer mentor, the Department must contract with certain individuals to provide peer mentor coordinator services; and

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

WHEREAS, the Contractor has demonstrated expertise in providing such services, has represented that he 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:

- Incorporation of Recitals: The matters recited above are hereby incorporated into and made a part of this Agreement.
- Term: This Agreement is for a term commencing May 30, 2023 and continuing through May 29, 2024 ("Term"), unless terminated sooner as provided herein.
- Scope of Services: 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 \$30.00 and shall not exceed thirty-seven thousand five hundred dollars, (\$37,500), 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. 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 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. Termination: 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. Assignment: 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. Confidentiality and Ownership of Documents.

- 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 Ownership. 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. Representations and Warranties of Contractor: 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 Good Standing. 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.
- Authorization. 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.
- Independent Contractor: 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. **Favored Nation:** 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 himself. 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. 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 are of no force or effect.
- 16. Governing Law: 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 18th 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:

Robert McEllin, 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:

Nestor A. Evaristo
Address on file
Glendale Heights, IL 60139

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.

DEPARTMENTSignature on file

By: ___

Robert McEllin, Director INDEPENDENT CONTRACTOR

ву:_Śignature ổn file

Nestor A. Evaristo, Contractor

Exhibit A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	Veteran Mentor Coordinator	Contract Date	May 30, 2023
County's Project Managers	Deena Kuranda	Contractor's Project	Nestor A. Evaristo
	Tim McGavin	Manager	

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced 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 developing a veteran peer mentor program within the established Veterans Court. Contractor will:

- Recruit, screen, select, train and supervise volunteer peer veteran mentors;
- Finalize peer mentor handbook and manual;
- Assess peer mentor strengths to effectively match with program participants;
- Be available to mentors to address crises and respond to critical situations involving mentees;
- Manage 501c(3) to raise funds for activities for program participants and plan and organize such activities;
- Provide oversight of all groups and services in which mentors participate;
- Coordinate and facilitate regularly scheduled meetings with veteran mentors to provide support and on-going training and coaching;
- Attend and participate as requested in weekly staffings, court calls and graduation ceremonies;
- Network with community-based agencies to further develop mentoring opportunities;
- Provide other services as mutually agreed upon.

2. DELIVERABLES

- On an on-going basis, recruit and train a sufficient number of mentors to meet programmatic needs;
- Facilitate monthly mentor meetings and provide minutes;
- Prepare and submit information on supplied forms for quarterly and twice-yearly grant reports with approximate due dates of July 31, October 31, 2023 and January 30, and April 30, 2024;
- On a monthly basis, Contractor will submit written progress reports by the 15th of each month indicating:
 - Significant activities undertaken or significant situations addressed during the preceding month;
 - Status of mentor-mentee matches including search for prospective mentors;
 - 501c(3) funds expended;



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:	May 1, 2023
Bid/Contract/PO #	:	

Company Name: Nestor A Evaristo	Company Contact: NestorA Evaristo
Contact Phone:	Contact Email:

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.

\square	NONE	(chock	horo)	f no co	ontribut	ions has	ıa haan	mada
M	NONE	(cneck	nere) - i	ii no co	mtribut	ions nav	re been	maue

Recipient	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

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

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

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

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

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

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

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

Authorized Signature	Signature on file
Printed Name	Nestor Abary Evaristo
Title	Owner
Date	May 1, 2023

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 #: 23-1849 Agenda Date: 5/16/2023 Agenda #: 6.C.



Procurement Review Comprehensive Checklist Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION							
General Tracking		Contract Terms					
FILE ID#: 23-1753	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$22,500.00				
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 05/16/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:				
	CURRENT TERM TOTAL COST: \$22,500.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD:				
Vendor Information	L	Department Information					
VENDOR: Sandra K. White	VENDOR #:	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald				
VENDOR CONTACT: Sandra K. White	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupageco.org				
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #:	1				

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.

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 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. Sandra K White has over 35 years of experience working with probation, the courts, community-based agencies and people in recovery. Several candidates were interviewed, and Sandra was selected based on her expertise, experience and desire to help participants in their recovery.					
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 Sandra K. White to provide Recovery Coach Coordinator services. 2) The Drug Court and VA grant has allocated funds to support these services.					

Form under revision control 01/04/2023 39

	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	l Purchase Order To:	Send Invoices To:			
Vendor:	Vendor#:	Dept:	Division:		
Sandra K. White		Probation and Court Services	Finance		
Attn:	Email:	Attn:	Email:		
Sandra K. White		Sharon Donald	sharon.donald@dupageco.org		
Address:	City:	Address:	City:		
	Wheaton	503 N County Farm Road	Wheaton		
State:	Zip:	State:	Zip:		
Illinois	60189	Wheaton	60187		
Phone:	Fax:	Phone:	Fax:		
		630-407-8413	630-407-2502		
So	end Payments To:	Ship to:			
Vendor:	Vendor#:	Dept:	Division:		
Sandra K. White		Probation and Court Services	Finance		
Attn:	Emai l :	Attn:	Email:		
Sandra K. White		Sharon Donald	sharon.donald@dupageco.org		
Address:	City:	Address:	City:		
	Wheaton	503 N County Farm Road	Wheaton		
State:	Zip:	State:	Zip:		
Illinois	60189	Illinois	60187		
Phone:	Fax:	Phone:	Fax:		
		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	May 22, 2023	May 21, 2024		

Form under revision control 01/04/2023

	Purchase Requisition Line Details										
LN	Qty	UOM	ltem Detai l (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Recovery Coach Coordinator	FY23	5000	6155	53090	15PBJA21G G04221MU MU	13,250.00	13,250.00
2	1	EA		Recovery Coach Coordinator	FY24	5000	6155	53090	15PBJA21G G04221MU MU	9,250.00	9,250.00
FY	is require	d, assure	the correct FY i	s selected.						Requisition Total	\$ 22,500.00

	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:

W-9

Vendor Ethics Disclosure Statement

Form under revision control 01/04/2023

INDEPENDENT CONTRACTOR AGREEMENT: RECOVERY COACH COORDINATOR

This AGREEMENT ("Agreement") is effective as of the 22nd day of May, 2023, 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 Sandra K. White, Address on file Wheaton, IL 60189, an Independent Contractor ("Contractor").

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:

- Incorporation of Recitals: The matters recited above are hereby incorporated into and made a part of this Agreement.
- Term: This Agreement is for a term commencing May 22, 2023 and continuing through May 21, 2024 ("Term"), unless terminated sooner as provided herein.
- 3. Scope of Services: 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 \$30.00 and shall not exceed twenty-two thousand five hundred dollars, (\$22,500), 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.

Confidentiality and Ownership of Documents.

- 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 Ownership. 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 <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 Good Standing. 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.
- Independent Contractor: 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. **Favored Nation:** 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 himself. 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. 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 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 18th 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:

Robert McEllin, 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:

Sandra K. White Address on file Wheaton, IL 60189

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

INDEPENDENT CONTRACTOR

Signature on file

By: _

Robert McEllin, Director

Signature on file

By:

Sandra K. White, Contractor

Exhibit A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	Recovery Coach Coordinator	Contract Date	May 22, 2023
County's Project Managers	Sue Murphy Tim McGavin	Contractor's Project Manager	Sandra K. White

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced 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 implementing and developing a recovery coach network and related activities.

Contractor will:

- Recruit, screen, and select an appropriate number of recovery coaches;
- 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;
- Coordinate and facilitate meetings as needed with Recovery Community Center staff, recovery coaches and probation staff to discuss relevant information;
- If requested, 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;
- Provide other services as mutually agreed upon.

2. **DELIVERABLES**

- On an on-going basis, recruit and orientate a sufficient number of recovery coaches to meet programmatic needs;
- Provide a monthly schedule of events, groups and meeting opportunities for coaches and participants at the Recovery Community Centers;
- Prepare and submit information on supplied forms for quarterly and twice-yearly grant reports with approximate due dates of July 31, October 31, 2023 and January 30, and April 30, 2024;
- On a monthly basis, Contractor will submit written progress reports by the 15th 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

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

	Date:_	May 3, 202
Bid/Contract/PO#		

Company Name: Sandra K. White	Company Contact: Sandra K. White
Contact Phone:	Contact Email:

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.

Recipient	HOODOL	Description (e.g. cash, type of item, inkind 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	Email

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

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

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

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

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

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

Authorized Signature	Signature on file
Printed Name	Sandra K. White
Title	Owner
Date	May 3, 2023

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



JPS-R-0002-23

ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE COUNTY OF KANE TO PROVIDE JUVENILE DETENTION SERVICES

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the County of DuPage and the County of Kane are units of local government within the meaning of Article 7 Section 1 of the Illinois Constitution of 1970; and

WHEREAS, the County of DuPage and the County of Kane are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the County of DuPage is authorized to establish, support and maintain a detention home responsible for the care and custody of delinquent minors (55 ILCS 75/1); and

WHEREAS, the County of DuPage is desirous of utilizing the available housing for juvenile detainees which the County of Kane can provide;

WHEREAS, pursuant to the Juvenile Court Act, 705 ILCS 405/5, the Circuit Court for the Eighteenth Judicial Circuit and the designated probation or detention officer are authorized to request detention services for juveniles in a secure detention facility;

WHEREAS, the County of DuPage may expend tax receipts for detention services purchased through agreement with the County of Kane (55 ILCS 75/9.3);

WHEREAS, on February 6, 2020, the County of DuPage entered into an agreement with the County of Kane to provide temporary custody, specifically housing and detention services for minors authorized by the County of DuPage ("the Agreement");

WHEREAS, the Agreement contained a provision in paragraph 11, which provided that the "AGREEMENT shall be reviewed in two (2) years from the date of commencement for appropriateness of fees and a new per diem rate may be negotiated;"

WHEREAS, the Parties renegotiated the per diem rate and came to an accord, which was memorialized in an addendum to the Agreement that was approved by the DuPage County Board on December 13, 2022;

WHEREAS, on January 10, 2023, the Kane County Board approved an addendum to the Agreement related to the per diem rate;

WHEREAS, on or about February 9, 2023, prior to the Kane County Board Chairman executing the addendum, the Kane County State's Attorney's Office discovered that the agreement referenced insurance coverage no longer available to Kane County, and requested that the agreement be amended to modify the insurance coverage to reflect excess coverage in the amount of \$20 million with a \$1 million self-insurance retention;

WHEREAS, unfortunately, due to an oversight, no one at Kane County discussed this change with DuPage County before it was made and the new resolution was signed;

WHEREAS, Paragraph 11 of the Agreement separately provides that the "AGREEMENT may be amended with the written consent of all parties hereto;"

WHEREAS, it was determined that the level of coverage Kane County currently holds and wishes to change the Agreement to reflect (\$20 million in excess coverage with a \$1 million self-insured retention), nearly matches DuPage County's own insurance coverage; and

WHEREAS, it was determined that it was in the best interest of the County to maintain the Agreement despite this additional proposed amended term.

NOW, THEREFORE BE IT RESOLVED, that the Agreement between the County of Kane and the County of DuPage signed and enacted on February 6, 2020, be amended as follows:

9. FEES AND PAYMENT

- 9.1 As consideration for the foregoing, DuPage County agrees to provide compensation to Kane County for the following detention services:
 - (a) Per Diem fee: The amount of \$175.00 per day, per minor for occupied detention beds. Kane County shall provide an invoice to DuPage County by the tenth day of the month reflecting services provided during the previous month. DuPage County shall remit payment within 60 days after receipt of such invoice.
 - (b) Medical fees: DuPage County will reimburse Kane County for all lab fees, X-rays and prescription medications.

10. INDEMNIFICATION

10.1 Alternatively, a self-insurance reserve of \$1 million with excess coverage of \$20 million is acceptable if KANE COUNTY self-insures.

File #: JPS-R-0060-23	Agenda Date: 5/16/2023	Agenda #: 14.A.
All other terms of the ag 1, 2024.	reement will remain in effect until the expir	ration of the agreement on February
Enacted and appr	oved this 23 rd day of May, 2023, at Wheato	n, Illinois.
		DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
	Attest:	
	JEAN :	KACZMAREK, COUNTY CLERK

Resolution

JPS-R-0002-23

JPS-R-0007-20A

ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND THE COUNTY OF KANE TO PROVIDE JUVENILE DETENTION SERVICES

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the County of DuPage and the County of Kane are units of local government within the meaning of Article 7 Section 1 of the Illinois Constitution of 1970; and

WHEREAS, the County of DuPage and the County of Kane are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the County of DuPage is authorized to establish, support and maintain a detention home responsible for the care and custody of delinquent minors (55 ILCS 75/1); and

WHEREAS, the County of DuPage is desirous of utilizing the available housing for juvenile detainees which the County of Kane can provide; and

WHEREAS, pursuant to the Juvenile Court Act, 705 ILCS 405/5, the Circuit Court for the Eighteenth Judicial Circuit and the designated probation or detention officer are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the County of DuPage may expend tax receipts for detention services purchased through agreement with the County of Kane (55 ILCS 75/9.3)

WHEREAS, on February 6, 2020, the County of DuPage entered into an agreement with the County of Kane to provide temporary custody, specifically housing and detention services for minors authorized by the County of DuPage.

NOW, THEREFORE BE IT RESOLVED, that the Agreement between the

County of Kane and the County of DuPage signed and enacted on February 6, 2020, be amended as follows:

9. FEES AND PAYMENT

- 9.1 As consideration for the foregoing, DuPage County agrees to provide compensation to Kane County for the following detention services:
 - (a) Per Diem fee: The amount of \$175.00 per day, per minor for occupied detention beds. Kane County shall provide an invoice to DuPage County by the tenth day of the month reflecting services provided

Resolution

JPS-R-0002-23

during the previous month. DuPage County shall remit payment within 60 days after receipt of such invoice.

(b) Medical fees: DuPage County will reimburse Kane County for all lab fees, X-rays and prescription medications.

All other terms of the agreement will remain in effect until the expiration of the agreement on February 1, 2024.

Enacted and approved this 13th day of December, 2022 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE COUNTY OF KANE TO PROVIDE JUVENILE DETENTION SERVICES

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the COUNTY OF DUPAGE and the COUNTY OF KANE are units of local government within the meaning of Article 7 Section 1 of the Illinois constitution of 1970; and

WHEREAS, the COUNTY OF DUPAGE and the COUNTY OF KANE are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the COUNTY OF DUPAGE is authorized to establish, support and maintain a detention home responsible for the care and custody of delinquent minors (55 ILCS 75/1); and

WHEREAS, the COUNTY OF DUPAGE is desirous of utilizing the available housing for juvenile detainees which the COUNTY OF KANE can provide; and

WHEREAS, pursuant to the Juvenile Court Act, 705 ILCS 405/5, the CIRCUIT COURT FOR THE EIGHTEENTH JUDICIAL CIRCUIT and the DESIGNATED PROBATION or DETENTION OFFICER are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF DUPAGE may expend tax receipts for detention services purchased through agreement with the COUNTY OF KANE (55 ILCS 75/9.3)

WHEREAS, on February 6, 2020, the COUNTY OF DUPAGE entered into an agreement with the COUNTY OF KANE to provide temporary custody, specifically housing and detention services for minors authorized by the COUNTY OF DUPAGE

NOW, THEREFORE BE IT RESOLVED, that the AGREEMENT BETWEEN the COUNTY OF KANE and the COUNTY OF DUPAGE, signed and enacted on February 6, 2020, be amended as follows:

FEES AND PAYMENT

- 9.1 As consideration for the foregoing, DUPAGE COUNTY agrees to provide compensation to KANE COUNTY for the following detention services:
 - (a) Per Diem fee: The amount of \$175.00 per day, per minor for occupied detention beds. KANE COUNTY shall provide an invoice to DUPAGE COUNTY by the tenth day of the month reflecting services provided during the previous month. DUPAGE COUNTY shall remit payment within 60 days after receipt of such invoice.

(b) Medical fees: DUPAGE COUNTY will reimburse KANE COUNTY for all lab fees, X-rays and prescription medications.

10. INDEMNIFICATION

10.1 Alternatively, a self-insurance reserve of \$1 million with excess coverage of \$20 million is acceptable if KANE COUNTY self-insures.

All other terms of the agreement will remain in effect until the expiration of the agreement on February 1, 2024.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of DUPAGE COUNTY and the KANE COUNTY.

Madam Chair, Kane County Board 719 S. Batavia Avenue Geneva, Illinois 60134 DUPAGE COUNTY	Signature on file	Date: 2-28-23
Geneva, Illinois 60134	1 7/	Date. V. Co O O, S
	719 S. Batavia Avenue	
DUPAGE COUNTY	Geneva, Illinois 60134	
	DUPAGE COUNTY	
Date:		Date:
County Board Chairman	County Board Chairman	
421 County Farm Road	•	
Wheaton, Illinois 60187	•	

Budget Transfer



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

File #: 23-1850 Agenda Date: 5/16/2023 Agenda #: 8.A.

DuPage County, Illinois BUDGET ADJUSTMENT Effective October, 2022

From;_	1300 Company #			From: 0	Company/Accor	CORONER'S FEE		-
counting						Availabl	ept Use Only le Balance	Date of
Unit	Account	Sub-Account	Title		Amount	Prior to Transfer	After Transfer	Balance
4130	53828		CONTINGENCIES	\$	5,000.00	8,000.00	3,000.00	
			Total	Ś	5,000.00			
			iotai		3,000.00	CORONER'S FEE		4
To:	1300 Company#	2		To: Con	npany/Account		ept Use Only	
counting					19		e Balance	Date of
Unit	Account	Sub-Account	Title		Arnount	Prior to Transfer	After Transfer	Balance
4130	52260		FUEL & LUBRICANTS	\$	5,000.00	0	5,000.00	
			Total	s	5,000.00			
R	eason for Req	Common Co	o cover the expenses of gasoline for county vehicles uti			for our office.	e	5/21
	Activity	(0	ptional) ****please sign in blue ink or	Chief Fir	nent Head Warner H	1		Date Date Date
Fis	scal Year23	Budget Jou	Finance Department Use On mai # Acctg Period	nly				
En	ntered By/Dat	e	Released & Posted	By/Date_				

JAS - 5/16/23 FINICE - 5/23/23

Budget Transfer



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

File #: 23-1851 Agenda Date: 5/16/2023 Agenda #: 8.B.

DuPage County, Illinois **BUDGET ADJUSTMENT** Effective October, 2022

From		_		From	: Company/Acco	unting Unit Name		-
	Company #					Finance O	ept Use Only	
counting						Availabl	e Balance	Date of
Unit	Account	Sub-Account	Title		Amount	Prior to Transfer	After Transfer	Balance
5900	50099		NEW PROGRAM REQUESTS-PERSONNEL	\$	60,000.00	125,000.00	65,000.00	5372
				-				
					50.000.00			
			Total	\$	60,000.00]		
To:	1000			To: Co	ompany/Account	CIRCUIT COURT		-3
10.	Company #	•		10. 0	ompany/necoom			
sauntina							ept Use Only e Balance	Date of
Counting	Account	Sub-Account	Title		Amount	Prior to Transfer	After Transfer	Balance
5900	50000		REGULAR SALARIES	\$	60,000.00	940371.03	1,000,371.03	5/3/22
			<u> </u>				1	
				+-				
				+-				
			Total	\$	50,000.00			
			Total	1	50,000.00	1		
	Reason for Req		Full-time Court Interpreter - FY23 budgeted position fo	r new pro	peram request w	vas filled 12/1/2022	Money needs to	
			be transferred from New Program Requests to Regular S		- Gram respect in		, , , , , ,	
		1						
				Si	gnature	on file		5/3/
				Depar		ш	8	Date
	Activity			Chief	Financial Officer	709		Date
	Activity	(optional)			1		Oate
			****Please sign in blue ink or	the orig	inal form****			
[2	3	Finance Department Use Or	nly				
1	Fiscal Year2	3 Budget Jo	Finance Department Use Or	nly				

JPS - 5/1627 FIN/CB - 5/23/27

Change Order



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

File #: 23-1852 Agenda Date: 5/16/2023 Agenda #: 9.A.

Consent JPS 5/16 CB 5/23



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: May 5, 2023 MinuteTraq (IQM2) ID #: 23-1782

_								
Purcha	ase Order#:	5534-0001 SERV	Original Pu Order Date	rchase Dec 1, 2021	Change Order #: 1	Departme	nt: CIRCUIT C	OURT CLERK
Vendo	or Name: QU	IICKET SOLUTIONS	5, INC.		Vendor #: 38739	Dept Cont	act: JULIE ELL	.EFSEN
for Cha	r Reason	CLOSE CONTRA	.CT			1		
				IN ACCORDANCE	WITH 720 ILCS 5/33E-9			
(A)	Were not re	asonably foreseea	able at the tin	ne the contract was si	gned.			
(B)	The change	Is germane to the	original con	tract as signed.				
(C)	Is in the bes	t interest for the C	County of Dul	Page and authorized b	oy law.			
				INCREAS	SE/DECREASE			
	tarting cont							\$1,234,000.00
ВГ	Vet \$ change	for previous Cha	nge Orders					
C C	Turrent conti	act amount (A + l	3)					\$1,234,000.00
D A	Amount of th	is Change Order		Increase	Decrease			(\$1,071,000.00)
E N	lew contract	amount (C + D)						\$163,000.00
F P	ercent of cu	rrent contract valu	ue this Chang	je Order represents (E)/C)			-86.79%
GC	umulative p	ercent of all Chan	ge Orders (B-	-D/A); (60% maximum o	n construction contracts)			-86.79%
				DECISION MEN	MO NOT REQUIRED			
Car	ncel entire o	der	∑ Clo	se Contract	Contract Extension	n (29 days)	Co	nsent Only
Cha	ange budget	code from:			to:			
☐ Incr	rease/Decrea	ase quantity from:		to:				
				should be:				
Dec		ning encumbranc	e Incr	ease encumbrance close contract	Decrease enco	umbrance	Increase	encumbrance
Alexandra de la companya de la compa		A DELET		DECISION M	IEMO REQUIRED			
Incr	ease (greate	r than 29 days) co	ntract expira	tion from:	to:			
Incr	ease ≥ \$2,50	0.00, or ≥ 10%, of	current cont	ract amount 🗍 Fur	nding Source			
	IER - explain							
JCE Prepared	d By (Initials		590 hone Ext	May 5, 2023 Date	JCE Recommended for Appro		8590 Phone Ext	May 5, 2023
Trepared	a by (initials		HOHE EXT			ivai (iriitiais)	Prione ext	Date
Neg 25		W.		REVIEWED B	BY (Initials Only)			00 TO 10 10 10 10 10 10 10 10 10 10 10 10 10
					dia			5 9 73
Buyer				Date	Procurement Officer			Date
Chief Fin	nancial Office	er			Chairman's Office			
	n Memos Ov			Date	(Decision Memos Over \$	25,000)		Date



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

File #: 23-1853 Agenda Date: 5/16/2023 Agenda #: 11.D.1.

GPN Number: 024-23		Date o	of Notification:	04/26/2023
(Completed by Finance Departmen	t)		_	(MM/DD/YYYY)
Parent Committee Agenda Date	05/16/2023	Grant Applicat	ion Due Date:	05/01/2023
(Completed by Finance Department		Grant Applicat		(MM/DD/YYYY)
Name of Grant:		FY 2024 Tobacco Gra	ant	
Name of Grantor:	Illinois [Department of Huma	n Services	
Originating Entity:	U.S Do	epartment of Health the funding originates, if Gr		nru entity)
County Department:		Sheriff's Office		
Department Contact:	Lt (Name, Title, and Extension)	. Eduardo Castillo X2	2318	
Parent Committee:		Judicial Public Safet	ty	
Grant Amount Requested:		\$ 6,993.00		
Type of Grant:	(Competitive, Continuation,	Fixed Rate Formula, Project, Direct Payr	ment, Other – Ple	ease Specify)
Is this a new non-recurring Gran	t: Yes	√ No		
Source of Grant:	✓ Feder	al State	Private] Corporate
If Federal, provide CFDA:9		rovide CSFA: 444-26-1	565	
	Pag	e 1 of 5		

1.	lustify the	denartm	ent's need	l tor this	grant

The Sheriff's Office is in need of this grant as it will help cover most, if not all, personnel costs for the enforcement of tobacco sales laws. It will cover the county requirement for checks and enforcement required by county ordinance.

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

This tobacco enforcement program helps assist in limiting substance dependence in DuPage County. The program allows for enforcement on both retailers and buyers of tobacco products to promote health and enforcement.

3. What is the period covered by the grant?

 $\frac{07/01/2023}{\text{(MM/DD/YYYY)}}$ to: $\frac{06/30/2024}{\text{(MM/DD/YYYY)}}$

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

3.1.1. _____ and ____ (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)

/

6.	Does the grant allow	/ for Personn	el Costs? (Yes or No)			-	Yes
	•	•	jected salary and fringe? Compute County-prov			g time to the	grant for
	6.1.1. Total salaı	γ _	\$5,933.81	Percenta	ge covered by grant	100%	
	6.1.2. Total fring	e benefits	\$1,059.19	Percenta	ge covered by grant	100%	
	6.1.3. Are any of	f the County-	provided fringe benefits	disallowed?	(Yes or No):	No	
	6.1.3.1.	If yes, which	ones are disallowed?				
		If the grant d will the defic	oes not cover 100% of t it be paid?	he personnel	l costs, from what Con	npany-Accour	nting Unit
			1000-4400				
	6.2. Will receipt of t	his grant req	uire the hiring of addition	onal staff? (Ye	es or No):	No	-
	6.2.1. If yes, hov	v many new	positions will be created	?			
	6.2.1.1.	Full-time	Part-time	Т	emporary	_	

	6.3. Does the gran	nt award require the positions to be retained beyond the grant term	? (Yes or No)	NA
	6.3.1. If yes, pl	lease 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)		No
	7.1. If yes, please	answer the following:		
	7.1.1. Total est	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		
3.	What percentage of	of the grant funding is non-personnel cost / non-direct administrativ	e cost?	0%
Э.	Are matching fund	ls 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?		

9.1.3.	What Company-Accounting Unit(s) will provide the matching requirement?	
10. What amo	ount 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):	Yes
11. What is th	e total project cost (Grant Award + Match + Other Allocated Funding)?	\$6,993.00



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

GPN Number: 025-23			Г	Date of Notification:	05/02/2023
(Completed by Finance Departmen	nt)				(MM/DD/YYYY)
Parent Committee Agenda Date (Completed by Finance Departmen			Grant Ap	pplication Due Date:	05/31/2023 (MM/DD/YYYY)
Name of Grant:	State Cr	iminal Ali	en Assistaı	nce Program	FY2023
Name of Grantor:		U.S. DOJ- E	Bureau of Jus	tice Assistance	
Originating Entity:	(Name the entity	from which the	funding originate	s, if Grantor is a pass-	thru entity)
County Department:			Sheriff		
Department Contact:	(Name, Title, and		Chief Dan Bild	odeau X2402	
Parent Committee:			JPS		
Grant Amount Requested:			\$ 488,323	.88	
Type of Grant:	(Compatitive Con	atinuation Form	Formula	ct Payment, Other – P	looso Specify)
Is this a new non-recurring Gran		Yes	Mo	ct Payment, Other – P	lease specify
•	ιι.		_		_
Source of Grant:		✓ Federal	State	Private	Corporate
If Federal, provide CFDA:1	.6.606	If State, provi	de CSFA:		

Page 1 of 5

1	Justify the	department's	need fo	or this grant	
т.	Justily the	department s	neeu i	or unis granu	

The DuPage County Sheriff's Correctional Center had a total of 171,061 inmate days for the SCAAP FY23 reporting period of July 1, 2021 through June 30, 2022. Of the 171,061 inmate days in the reporting period, 4,348 of the inmate days were for "undocumented" aliens who had been convicted of at least one felony or two misdemeanors and who were "incarcerated" under the legal authority of the DuPage County Sheriff's Office for at least 4 consecutive days. Using the formula generated by the Bureau of Justice, the average salary cost to house undocumented individuals was \$488,323.88 for the reporting period. The DuPage County Sheriff's Office is applying to the SCAAP grant to help alleviate some of the financial burden to house these individuals.

The amount of money allocated in the reporting period has been budgeted for and this grant may provide the approximate amount requested using the BJA formula.

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

The strategic plan that best coorelates with this funding opportunity would be quality of life. The DuPage County Sheriff's Office strives to keep individuals safe either in the community or when detained in the Correctional Center.

3.	What is the period covered by the grant?	$\frac{07/01/2021}{\text{(MM/DD/YYYY)}}$	to: 06/3	0/2022)
	The same period control of the grants	(MM/DD/YYYY)	(MM,	/DD/YYYY)	
	3.1. If period is unknown, estimate the year the project or project ph	nase will begin and ant	icipated dura	tion:	
	3.1.1 and (MM/YY) (Duration)				
4				No	
4.	Will the County provide "seed" or startup funding to initiate grant pr	oject? (Yes or No)			-
	4.1. If yes, please identify the Company-Accounting Unit used for the	e funding _			_
5.	If grant is awarded, how is funding received? (select one):				
	5.1. Prior to expenditure of costs (lump-sum reimbursement upfront	t)			
	5.2. After expenditure of costs (reimbursement-based)	\checkmark			

. Do	es the grant al	low for Personi	nel Costs? (Yes or No)		No
6.1	•	•	ojected salary and fringe t? Compute County-prov	benefit costs of personnel chargin ided benefits at 40%.	g time to the grant for
	6.1.1. Total sa	alary	\$488,323.88	Percentage covered by grant	100
	6.1.2. Total fr	inge benefits	\$0.00	Percentage covered by grant	0
	6.1.3. Are any	y of the County	-provided fringe benefits	s disallowed? (Yes or No):	No
	6.1.3.1.	If yes, which	ones are disallowed?		
	6.1.3.2.	If the grant will the defi		he personnel costs, from what Cor	mpany-Accounting Uni
6.2	2. Will receipt o	of this grant red	quire the hiring of addition	onal staff? (Yes or No):	No
	6.2.1. If yes, h	now many new	positions will be created	?	
	6.2.1.1.	Full-time	Part-time	Temporary	_
	6.2.1.2.	Will the hea	dcount of the new positi	on(s) be placed in the grant accou	
	6.2.1	.2.1. If no	o, in what Company-Acco	ounting Unit will the headcount(s) I	(Yes or Note placed?

	6.3. Does the gran	nt award require the positions to be retained beyond the grant term? (Yes	or No)	No
	6.3.1. If yes, p	lease 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)		No
	7.1. If yes, please	answer the following:		
	7.1.1. Total es	timated direct administrative costs for project		
	7.1.2. Percent	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 cos	t?	0
9.	Are matching fund	ds 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?		

9.1.3.	What Company-Accounting Unit(s) will provide the matching requirement?	
10. What amo	\$488,323.88	
10.1.	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):	Yes
11. What is the	e total project cost (Grant Award + Match + Other Allocated Funding)?	\$488,323.88



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

File #: 23-1855 Agenda Date: 5/16/2023 Agenda #: 11.D.3.

GPN Number: 026-23		Date of Notification	05/02/2023	
(Completed by Finance Departmen	t)		(MM/DD/YYYY)	
Parent Committee Agenda Date (Completed by Finance Departmen		Grant Application Due Date	: 05/18/2023 (MM/DD/YYYY)	
Name of Grant:	Victir	ns of Crime Act PY24		
Name of Grantor:	Illinois Criminal Justic	e Information Authority (th	rough CACI)	
Originating Entity: U. S. Department of Justice (Name the entity from which the funding originates, if Grantor is a pass-thru entity)				
DuPage County State's Attorney - Children's Center				
Department Contact:	Robin Bolton, Financial Manager ext. 8146 (Name, Title, and Extension)			
Parent Committee:	Judicial F	Public Safety Committee		
Grant Amount Requested:		\$ 80,504.00		
Type of Grant:		ve, Continuation, Formu		
Is this a new non-recurring Gran	nt: Yes	✓ No		
Source of Grant:	✓ Federal	State Private	✓ Corporate	
If Federal, provide CFDA:1	6.575 If State, prov	ride CSFA: 546-00-1745		

1.	Justify the department's need for this grant.		
	This grant reimburses ta portion of two Case Managers' so the multi-disciplinary team, case managers assess the need physical abuse along with the needs of their parents, and the investigative and court process. They support familie hospital care exams, Crime Victim compensation and court	eds of victims of child sexual and se are the point of contact for a fami s and victims through crisis interve	evere ly during
2.	Based on the County's Strategic Plan, which strategic imperative brief explanation.	e(s) correlate with funding opportuni	ty. Provide a
	This grant would address the Quality of Life Imperative by provide services to victims of child sexual and severe physics.		igers who
3.	What is the period covered by the grant?	$\frac{07/01/2023}{(MM/DD/YYYY)}$ to: $\frac{06}{(MM/DD/YYYY)}$	/30/2024
	3.1. If period is unknown, estimate the year the project or proj		
	3.1.1 and (MM/YY) (Duration)		
4.	Will the County provide "seed" or startup funding to initiate gr	ant project? (Yes or No)	No

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

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

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

5.2. After expenditure of costs (reimbursement-based)

6.	Does the grant allow for	Personnel Cos	ts? (Yes or No)		-	Yes
6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the entire term of the grant? Compute County-provided benefits at 40%.					arging time to the	grant for
	6.1.1. Total salary	\$1	121,992.00	_ Percentage covered by gr	ant66%	-
	6.1.2. Total fringe be	nefits\$	48,797.00	Percentage covered by gr	ant0%	-
	6.1.3. Are any of the	County-provic	ded fringe benefits	disallowed? (Yes or No):	No	-
	6.1.3.1. If ye	s, which ones	are disallowed?			
		e grant does no the deficit be p		he personnel costs, from wha	t Company-Accour	nting Unit
			1000-6510			
	6.2. Will receipt of this g	rant require th	ne hiring of additio	onal staff? (Yes or No):	No	_
	6.2.1. If yes, how ma	ny new positio	ons will be created	?		
	6.2.1.1. Full-	time	Part-time	Temporary		
	6.2.1.2. Will	the headcoun	t of the new positi	on(s) be placed in the grant a		(Yes or No)
	6.2.1.2.1.	If no, in wh	nat Company-Acco	unting Unit will the headcour		(10001110)

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, p	ease 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)		No
	7.1. If yes, please	answer the following:		
	7.1.1. Total es	timated direct administrative costs for project		
	7.1.2. Percent	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 administra	ative cost?	0
9.	Are matching func	ls 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?		

9.1.3.	What Company-Accounting Unit(s) will provide the matching requirement?	N/A	
10. What amo	ount of funding is already allocated for the project?	\$90,285.00	
10.1.	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)	: Ye:	S
11. What is th	ne total project cost (Grant Award + Match + Other Allocated Funding)?	\$170,789.00)



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

File #: 23-1856 Agenda Date: 5/16/2023 Agenda #: 11.D.4.

GPN Number: 029-23			Date of Notification:	05/09/202
(Completed by Finance Departmen	t)			(MM/DD/YYYY
Parent Committee Agenda Date		Grant A	pplication Due Date:	04/27/202
(Completed by Finance Departmen	t) (MM/DD/YYYY)			(MM/DD/YYY
Name of Grant:	DuPage County Adu	ult Redeploy	/ Illinois Progra	ms SFY24
Name of Grantor:	Illinois Crimina	l Justice Inf	ormation Autl	nority
Originating Entity:	(Name the entity from which th	e funding originate	es, if Grantor is a pass-tl	nru entity)
County Department:	Probat	ion and Co	urt Services	
Department Contact:	Sharon Donald (Name, Title, and Extension)	l, Finance M	Nanager - Ext.	8413
Parent Committee:	Judio	ial and Pub	lic Safety	
Grant Amount Requested:		\$ 450,514	.85	
Type of Grant:	Initial Annou		New Applicat	
Is this a new non-recurring Gran	nt: Yes	√ No		
Source of Grant:	Federal	✓ State	Private] Corporate
If Federal, provide CFDA:	If State, prov	vide CSFA: 546-	00-2115	
	Page 1	1 of 5		

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.

Quality of Life. 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?	$\frac{07/01/2023}{\text{(MM/DD/YYYY)}}$	to: 06/3	0/2024
•	The same period coroned by the grants	(MM/DD/YYYY)	(MM)	DD/YYYY)
	3.1. If period is unknown, estimate the year the project or project ph	nase will begin and ant	icipated dura	tion:
	3.1.1 and (MM/YY) (Duration)			
4.	Will the County provide "seed" or startup funding to initiate grant pr	oiect? (Yes or No)		No
	, , , , , , , , , , , , , , , , , , ,	,	•	
	4.1. If yes, please identify the Company-Accounting Unit used for the	e funding _		
5.	If grant is awarded, how is funding received? (select one):			
	5.1. Prior to expenditure of costs (lump-sum reimbursement upfront	t)		
	5.2. After expenditure of costs (reimbursement-based)	✓		

_			<u> </u>			
6.	Does the grant allow for	Personne	el Costs? (Yes or No)			Yes
	•		ected salary and fringe Compute County-provi	benefit costs of personnel charging ded benefits at 40%.	g time to the	grant for
	6.1.1. Total salary		\$271,009.00	_ Percentage covered by grant	100%	-
	6.1.2. Total fringe be	nefits _	\$81,657.05	_ Percentage covered by grant	100%	-
	6.1.3. Are any of the	County-p	provided fringe benefits	disallowed? (Yes or No):	Yes	-
	6.1.3.1. If yes	s, which c	ones are disallowed?			
		ion reim		A payouts are not allowable expo	enses	
		-	pes not cover 100% of the be paid?	he personnel costs, from what Com	npany-Accou	nting Unit
			1000-6100			
	6.2. Will receipt of this g	rant requ	iire the hiring of additio	nal staff? (Yes or No):	No	_
	6.2.1. If yes, how ma	ny new p	ositions will be created	?		
	6.2.1.1. Full-	time	Part-time	Temporary	_	
	6.2.1.2. Will	the head	count of the new position	on(s) be placed in the grant accoun	ting unit?	(Yes or No)
	6.2.1.2.1.	If no,	in what Company-Acco	unting Unit will the headcount(s) b	e placed?	·
			F000 C10	22		

5000-6192

	6.3. Does the gran	nt award require the positions to be retained beyond the grant term? (Y	es or No)	No
	6.3.1. If yes, pl	lease 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. Percent	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 co	ost?	21.72%
9.	Are matching fund	ds 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?		

9.1.3.	What Company-Accounting Unit(s) will provide the matching requirement?	
10. What amo	unt 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): <u>No</u>
11. What is th	e total project cost (Grant Award + Match + Other Allocated Funding)?	\$450,514.85

Authorization to Travel





File #: 23-1857 Agenda Date: 5/16/2023 Agenda #: 14.C.

Illinois Extension

Multi-Agency Resource Center (MARC) Training for Illinois COADs

Date: May 31, 2023

Time: 10 am - 4 pm , Lunch on your own

Location: ILEAS Training Center, 1701 East Main Street, Urbana, Illinois

Presenter: Joy Medrano, External Relations Manager for the Illinois Region of the American Red Cross,

A Multi-Agency Resource Center (MARC) is an efficient way to deliver services to individuals and families affected in a disaster or an emergency by bringing together multiple service providers in a single location to give on-site assistance. These centers may look different in the various communities across the state, depending both on the resources available and the type of disaster or emergency. One common thread, however, is the need to find an effective, efficient way to provide services to affected individuals and families.

This training will provide an overview or the MARC goals, set up and operations. Participants will learn how to set up a MARC, what agencies and organizations to invite, and how to operate the center. Additionally, the afternoon portion of the training will include a MARC simulation from set-up, operation to tear down.

Following the best practices of MARC Operations, this training will also include information on how to adapt the MARC Operation to encompass specific event needs. Registration in limited to 40 participants.

MARC Training and Simulation

May 31, 2023
ILEAS Training Center
1701 East Main Street, Urbana, IL
10:00 AM – 4:00 PM

10:00-12:00 – Classroom Training

12:00-1:00 -Lunch

1:00-4:00 MARC set up and simulation



Interested in being on the planning committee? Talk to Joy

4/20/2023 Q2 COAD Meeting 2023



OVERNIGHT TRAVEL REQUEST

Valid for ALL overnight travel Revised 3-14-2017

REQUEST DATE:	3-May-23			
NAME:		TITLE: E	M Specialist	
DEDARTMENT.	OLICEM	ACCOUNT CODE:	1000 1000	
DEPARTMENT:	OHSEM	ACCOUNT CODE:	1000-1900	
PURPOSE OF TRIP: (expl	ain fully the necessity of	making the trin)		
		s Emergency Management Specialist	to attend the Multi-Agency	v/
		ining Center in Urbana, Illinois. The d		
		le an overview of the MARC goals, set		
		he is responsible for coordinating the		
		opment. The cost to DuPage County v		oline.
		,,,,,,,	J	,
DESTINATION:	ILEAS Training Center -	Urbana, IL		
DATE OF DEPARTURE:	30-May-23	DATE OF RETURN ARRIVAL:	31-May-23	
(Please include a detailed e	explanation if different fro	m official business dates)		
Diana in diana da antico	-4	mulicable company		
Please indicate the estim	ated amount for each a	pplicable expense.		
REGISTRATION:			•	0.00
TRANSPORTATION:				70.00
LODGING				96.05
MISCELLANEOUS EXPEN	ISES (parking, mileage, e	etc.)		0.00
RENTAL CAR: (explain full	y the necessity)	,		0.00
`	, ,,			
REFERENCE MATERIALS	S:		\$	0.00
MEALS: (Per Diems)			\$8	38.50
TOTAL			\$25	54.55
	REVIEWED B	Y AND DATE APPROVED:		
Department Head:			Date:	
	(Signature)			
Committee Name:			Date:	
0 . 5 .			D-4-	
County Board:			Date:	

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.

OVERNIGHT TRAVEL REQUEST

Valid for ALL overnight travel Revised 3-14-2017

REQUEST DATE: 3-May-23		
NAME	TITLE ENG	
NAME:	TITLE: EM Specialis	st
DEPARTMENT: OHSEM	ACCOUNT CODE: 10	000-1900
DEFARTMENT, OHSEM	ACCOUNT CODE.	1900
PURPOSE OF TRIP: (explain fully the necessity of i	making the trip)	
Authorization is requested for overnight travel for thi		e Multi-Agency
Resource Center (MARC) Training at the ILEAS Tra		
2023 through May 31, 2023. This training will provide		
important for this Specialist to attend this training as	she is responsible for coordinating the developm	ent of DuPage
County's Multi-Agency Resource Center Plan develo	opment. The cost to DuPage County would be \$2	54.55 for gasoline,
DESTINATION: ILEAS Training Center -	Urbana, IL	
DATE OF DEPARTURE COMMISSION	DATE OF DETURN APPRIVAL	00
DATE OF DEPARTURE: 30-May-23		23
(Please include a detailed explanation if different fro	m oπiciai business dates)	
Please indicate the estimated amount for each a	pplicable expense.	
	•	
REGISTRATION:		\$0.00
TRANSPORTATION:		\$70.00
LODGING		\$96.05
MISCELLANEOUS EXPENSES (parking, mileage,	etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)		\$0.00
REFERENCE MATERIALS:		\$0.00
MEALS: (Per Diems)		\$88.50
TOTAL		\$254.55
TOTAL		Ψ204.00
REVIEWED B	Y AND DATE APPROVED:	
Department Head:	Da	te:
(Signature)		
,		
Committee Name:	Da	te:
County Board:	Da	te:

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.

Authorization to Travel





File #: 23-1858 Agenda Date: 5/16/2023 Agenda #: 14.D.

OVERNIGHT TRAVEL REQUEST

Valid for ALL overnight travel Revised 3-14-2017

REQUEST DATE: 8-May-23		
NAME:	TITLE: O-	audio atau
NAME:	TITLE: Co	ordinator
DEPARTMENT: OHSEM	ACCOUNT CODE:	1000-1900
PURPOSE OF TRIP: (explain fully the necessity of m		
Authorization is requested for the OHSEM Communic (COMU) Program Working Group at the ILEAS Traini through June 8, 2023. IEMA's Division of Statewide I Communications, has established this working group Lodging and meals are provided. No cost to DuPage	ing Center in Urbana, Illinois. The date Interoperability, partnering with DHS/C to strengthen the Communications Un	es of travel are June 7, 2023 ISA's Office of Emergency
DESTINATION: ILEAS - 1701 E. Main St.,	Urbana, IL	
DATE OF DEPARTURE: 7-Jun-23	DATE OF RETURN ARRIVAL:	8-Jun-23
(Please include a detailed explanation if different from		0-JUN-23
1. 15455 morado a dotanoa explanation il amorent non	. cc.a bacilloco datos,	
Please indicate the estimated amount for each ap	nlicable expense	
react majoute are commuted uniount for cutil up	Pilotalio orboliooi	
REGISTRATION:		\$0.00
TRANSPORTATION:		\$0.00
LODGING		\$0.00
MISCELLANEOUS EXPENSES (parking, mileage, et	c.)	\$0.00
RENTAL CAR: (explain fully the necessity)		\$0.00
REFERENCE MATERIALS:		\$0.00
MEALS: (Per Diems)		\$0.00
TOTAL		\$0.00
		Ţ
REVIEWED BY	AND DATE APPROVED:	
Department Head:		Date:
(Signature)		
O		Deter
Committee Name:		Date:
County Board:		Date:

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.

Good Morning,

You're invited to participate in a working group that will work on strengthening the Communications Unit (COMU) Program at the state level. The Illinois Emergency Management Agency, Division of Statewide Interoperability is currently in the early stages of a COMU Program TA with CISA, and this working group will be meeting with their contractors. This working group will have a mixture of virtual and in-person meetings. The contractors have asked us to schedule the first one-day workshop in May.

I have listed below three available dates for the workshop.

- Tuesday, May 2nd
- Tuesday, May 23rd
- Thursday, May 30th

A location has not yet been selected and I will take any suggestions to minimize travel for the group. It would be highly recommended attending the workshop in-person but a virtual option will be available if you cannot travel.

If you're interest in participating in the working group please respond back to this email by COB March 28th, and advise what date(s) you're available.

Thank you, Eric

Eric Benson

Deputy SWIC – Training and Exercise

Division of Statewide Interoperability

Illinois Emergency Management Agency

C: Cell number on file Eric.Benson@Illinois.gov

24/7 OPS Center: 217-782-7860

Authorization to Travel





File #: 23-1859 Agenda Date: 5/16/2023 **Agenda #:** 14.E.



ITECS/UCP Report



Incident #: IU-2023-0025

Entered By: Watkins, Toni (IEMA) on 2023-05-05 15:41:00

Data Input Status: Open

Caller Name or SEOC Manager:	email from Cory M. Heuchert		
Call Back Phone:			
Caller Represents:	Madison County EMA		
Address:	101 E. Edwardsville Rd.		
County:	Madison	City:	Wood River
Primary IEMA Region:	8	Secondary IEMA Region:	Not Applicable

REQUEST INFORMATION				
Deployment Status:	Local			
Number of ITECS Units Requested:	Number of UCP Units Requested: 7			
Requested by:	Cory M. Heuchert	Cory M. Heuchert Phone:		
1. Purpose:	Set up for the race			
Is this an Exercise?	No			
2. Event Dates/Times	From: 2023-05-29 00:00 To	: 2023-06-05 23:59		
3. Destination	**			
Name of Location:	WWT Raceway			
Address:	700 Raceway Blvd.			
County:	St.Clair City: Madison			
Primary IEMA Region:	8 Secondary IEMA Region: Not Applicable			
4. On Scene Contact Person(s):	Cory Heuchert			
5. On Scene/Location Phone(s):				
6. Hours of Operation:	0600-2200			
7. After Hours Contact:	Cory Heuchert			
Phone:	e:			
REQUEST APPROVED BY:	Date/Time:			

DEPLOYMENT INFORMATION

AGENCIES OR PERSONS NOTIFIED			
Agency	Date/Time	Name of Person	Notification Action
Chief of Operations	2023-05-05 15:42		Report Sent
SEOC Manager	2023-05-05 15:42		Report Sent
Communications Officer	2023-05-05 15:42		Report Sent

Narrative:

Alternate contact in case you can't reach Cory: Matt Bogard

Thank you! And I don't know why it slipped my mind, but we will be operating out of UCP 7 on site for the event as well. So if you could add that to the incident number for ITECS 8, I would appreciate it!

Thanks!

Cory

05/05/2023 16:34 TW This has been updated to include UCP 7 & report refaxed & also included to Cory

5/10/23 1115 (KK) Per email from

DuPage County OHSEM, RapidComm4 will be deploying as well.

CORY

OVERNIGHT TRAVEL REQUEST

Valid for ALL overnight travel Revised 3-14-2017

REQUEST DATE: 8-May-23		
NAME:	TITLE: Rese	
NAME:	IIILE. Rese	ervist
DEPARTMENT: OHSEM	ACCOUNT CODE:	1000-1900
PURPOSE OF TRIP: (explain fully the necessity		
Authorization is requested for overnight travel for		
request from IEMA supporting Madison County		
(IEMA Mission #IU 2023-0026) The dates of tra provide lodging, while DuPage County covers the		
provide loaging, while DuPage County covers th	le cost or fuel and per diems in the amount or	\$397.5U.
DESTINATION: Madison Co 700 R	aceway Blvd., Madison, IL	
DATE OF DEPARTURE: 2-Jun-23	DATE OF RETURN ARRIVAL:	4-Jun-23
(Please include a detailed explanation if differen	t from official business dates)	
Please indicate the estimated amount for each	ch applicable expense.	
	•	
REGISTRATION:		\$0.00
TRANSPORTATION:		\$0.00
LODGING	4-)	\$0.00
MISCELLANEOUS EXPENSES (parking, milea RENTAL CAR: (explain fully the necessity)	ge, etc.)	\$250.00 \$0.00
RENTAL CAR: (explain fully the necessity)		Φ0.00
REFERENCE MATERIALS:		\$0.00
MEALS: (Per Diems)		\$147.50
TOTAL		\$397.50
REVIEWE	D BY AND DATE APPROVED:	
Department Hands		Deter
Department Head:(Signat	uro)	Date:
(Signal	ure)	
Committee Name:		Date:
	-	
County Board:		Date:

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.

OVERNIGHT TRAVEL REQUEST

Valid for ALL overnight travel Revised 3-14-2017

REQUEST DATE:	8-May-23			
NAME		7:7: 5	D : 1	
NAME:		IITLE:	Reservist	
DEPARTMENT: OHS	FM	ACCOUNT CODE:	1000-19	900
DEI ARTIMIERT. OHO	LIVI	ACCCCITI CODE.	1000-1	
PURPOSE OF TRIP: (explain fu	lly the necessity of n	making the trip)		
		pidComm 4 and this OHSEM Reserv	vist to fulfill a mutu	ıal aid
		rgency Management Agency with pu		
		are June 2, 2023 through June 4, 20		nty will
provide lodging, while DuPage 0	County covers the co	st of fuel and per diems in the amou	nt of \$267.50.	
DESTINATION: Madi	son Co 700 Racev	vay Blvd., Madison, IL		
	2-Jun-23	DATE OF RETURN ARRIVAL:	4-Jun-23	
(Please include a detailed expla	nation if different fro	m official business dates)		
Please indicate the estimated	amount for each a	nnlicable evnense		
ricase illuicate the estillateu	amount for each a	ррпсавле ехрепэе.		
REGISTRATION:				\$0.00
TRANSPORTATION:				\$0.00
LODGING				\$0.00
MISCELLANEOUS EXPENSES	(parking, mileage, e	etc.)		\$120.00
RENTAL CAR: (explain fully the	necessity)			\$0.00
DESERVATE MATERIAL C				***
REFERENCE MATERIALS: MEALS: (Per Diems)				\$0.00 \$147.50
TOTAL				\$267.50
TOTAL				Ψ201.30
	REVIEWED B	Y AND DATE APPROVED:		
		:		
Department Head:			Date:	
-	(Signature)		_	
Committee Name:			Date:	
County Boards			Deter	
County Board:			Date:	

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.

Informational





File #: 23-1860 Agenda Date: 5/16/2023 Agenda #: 12.A.



DUPAGE COUNTY PUBLIC DEFENDER

Jeffrey R. York, Chief Public Defender

May 1, 2023

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 April 30, 2023.

Sincerely,

Signature on file

JEFFREY R. YORK Public Defender of DuPage County

JRY/mb encl.

Public Defender's Office - New Case Appointments - April 2023

Case Type	Case Sub Type	Number of Cases
Bond Court Case		327
Criminal	Felony	139
Criminal	Misdemeanor	244
Juvenile Abuse and Neglect		18
Juvenile Delinquency		25
Mental Health & Miscellaneous		31
PTR	Felony/Misdemeanor	64
Total		848













