



# DU PAGE COUNTY

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

## Judicial and Public Safety Committee

### Final Regular Meeting Agenda

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Tuesday, May 16, 2023

8:00 AM

County Board Room

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1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRWOMAN'S REMARKS - Chair Evans

5. APPROVAL OF MINUTES:

5.A. [23-1847](#)

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

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).

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).

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).

## 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)

## 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)

### 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)

## 9. ACTION ITEMS

### 9.A. [23-1852](#)

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)

## 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)

### 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)

### 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)

### 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)

**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)

**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)

**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)

**12. INFORMATIONAL****12.A. [23-1860](#)**

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

**13. PRESENTATION**

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

**14. OLD BUSINESS****15. NEW BUSINESS****16. ADJOURNMENT**



## Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #: 23-1847**

**Agenda Date: 5/16/2023**

**Agenda #: 5.A.**

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# DU PAGE COUNTY

## Judicial and Public Safety Committee

### Final Summary

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

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**Tuesday, May 2, 2023**

**8:00 AM**

**County Board Room**

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**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).

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Sam Tornatore
<b>SECONDER:</b>	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".

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Greg Schwarze
<b>SECONDER:</b>	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".

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	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".

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Greg Schwarze
<b>SECONDER:</b>	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".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	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".

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

## 9. INFORMATIONAL

9.A. [23-1679](#)

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".

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	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.



## Judicial/Public Safety Requisition under \$30,000

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #:** 23-1848

**Agenda Date:** 5/16/2023

**Agenda #:** 6.A.

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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$27,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 05/16/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$27,000.00
	CURRENT TERM TOTAL COST: \$27,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: 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: email on file	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). 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	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. 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 include staff availability to provide these services.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

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

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		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
<b>FY is required, assure the correct FY is selected.</b>										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 29<sup>th</sup> 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 file Batavia, IL, an Independent Contractor ("Contractor").

**RECITALS**

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

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

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

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

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

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** 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. **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. **Standards of Performance:** 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.
9. **Confidentiality and Ownership of Documents.**
  - 9.1 **Confidential 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 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.
  - 10.2 **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.
- 10.4 **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 **Gratuities.** 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. **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, insurance coverage including:
    - 13.1.a Worker's Compensation Insurance in the statutory amounts.
    - 13.1.b Employer's Liability Insurance in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million dollars (\$1,000,000.00) employee/disease.
  - 13.2 It shall be the duty of the Contractor to provide to the Department, copies of the Contractor's Certificates of Insurance before issuance of a Notice to Proceed.
  - 13.3 The insurance required to be purchased and maintained by Contractor shall be provided by an insurance company acceptable to the Department, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation

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

14. **Indemnification.**

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

15. **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 18<sup>th</sup> Judicial Circuit Court of DuPage County, Illinois.

17. **Waiver:** 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. **County Approval:** 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: DuPage County Finance Department  
421 North County Farm Road  
Wheaton, IL 60187  
Attn: Jeffrey Martynowicz CFO

Copy to: DuPage County Procurement Services Division  
421 North County Farm Road  
Wheaton, IL 60187-3978

Copy to: Mark Winistorfer, Assistant State's Attorney  
DuPage County State's Attorney's Office  
503 North County Farm Road  
Wheaton, IL 60187-2521

**IF TO CONTRACTOR:**

Kelly A. Graham  
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**

**Signature on file**

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

Robert McEllin,  
Director

**INDEPENDENT  
CONTRACTOR**

By: Signature on file

Kelly A. Graham

**Exhibit A**

**SCOPE OF SERVICES**

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

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:
  - Identify, contact and establish relationships with prospective partner employers;
  - Describe the employment training and job placement program to employers;
  - Answer employer questions about the program;
- Serve as liaison between partner employers and Department staff.

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

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

Perform additional duties as assigned.

## **2. DELIVERABLES:**

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

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

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



## 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: 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 (check here) - If no contributions have been made**

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on file

Printed Name

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

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**File #:** JPS-P-0053-23

**Agenda Date:** 5/16/2023

**Agenda #:** 6.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 #:	
<b>Overview</b>			
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	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. 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

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

## SECTION 5: Purchase Requisition Information

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

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		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	15,625.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 37,500.00

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

**INDEPENDENT CONTRACTOR AGREEMENT:**  
**VETERAN MENTOR COORDINATOR**

This AGREEMENT ("Agreement") is effective as of the 30<sup>th</sup> 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:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing May 30, 2023 and continuing through May 29, 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 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. **Standards of Performance:** 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 **Confidential 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 **Licensed Professionals.** Services required to be performed by professionals shall be performed

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

- 10.2 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.
- 10.4 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 Gratuities. 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. 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 18<sup>th</sup> Judicial Circuit Court of DuPage County, Illinois.

17. **Waiver:** 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. **County Approval:** 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.

**DEPARTMENT**  
Signature on file

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

**Robert McEllin,**  
**Director**

**INDEPENDENT**  
**CONTRACTOR**

By: \_\_\_\_\_ Signature on 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 Tim McGavin	Contractor's Project Manager	Nestor A. Evaristo

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 15<sup>th</sup> 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 Contractual 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.

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on file

Printed Name

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)



## Judicial/Public Safety Requisition under \$30,000

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

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**File #:** 23-1849

**Agenda Date:** 5/16/2023

**Agenda #:** 6.C.

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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: INITIAL TERM
Vendor Information		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 #:	
<b>Overview</b>			
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	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. 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.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Sandra K. White	Vendor#:	Dept: Probation and Court Services	Division: Finance
Attn: Sandra K. White	Email:	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address:	City: Wheaton	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60189	State: Wheaton	Zip: 60187
Phone:	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Sandra K. White	Vendor#:	Dept: Probation and Court Services	Division: Finance
Attn: Sandra K. White	Email:	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address:	City: Wheaton	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60189	State: Illinois	Zip: 60187
Phone:	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 22, 2023	Contract End Date (PO25): May 21, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		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
<b><i>FY is required, assure the correct FY is selected.</i></b>										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

**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:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **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. **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. **Standards of Performance:** 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 **Confidential 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 **Licensed Professionals.** Services required to be performed by professionals shall be performed

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

- 10.2 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.
- 10.4 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 Gratuities. 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. **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 18<sup>th</sup> Judicial Circuit Court of DuPage County, Illinois.

17. **Waiver:** 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. **County Approval:** 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: DuPage 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 15<sup>th</sup> of each month indicating:
  - Significant activities undertaken or significant situations addressed during the preceding month;
  - Status of recovery coach-participant matches including search for prospective coaches.



## Required Vendor Ethics Disclosure Statement

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

Date: May 3, 2023

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.

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on file

Printed Name

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)



## Judicial/Public Safety Resolution

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

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**File #:** JPS-R-0060-23

**Agenda Date:** 5/16/2023

**Agenda #:** 7.A.

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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.

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

Enacted and approved this 23<sup>rd</sup> day of May, 2023, at Wheaton, 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

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

**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:

**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.

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.

KANE COUNTY /1/  
**Signature on file**

\_\_\_\_\_  
Madam Chair, Kane County Board  
719 S. Batavia Avenue  
Geneva, Illinois 60134

Date: 2-28-23

DUPAGE COUNTY

\_\_\_\_\_  
County Board Chairman  
421 County Farm Road  
Wheaton, Illinois 60187

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



## Budget Transfer

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

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**File #: 23-1850**

**Agenda Date: 5/16/2023**

**Agenda #: 8.A.**

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

From: 1300  
Company #

CORONER'S FEE  
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
4130	53828		CONTINGENCIES	\$ 5,000.00	8,000.00	3,000.00	
Total				\$ 5,000.00			

To: 1300  
Company #

CORONER'S FEE  
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
4130	52260		FUEL & LUBRICANTS	\$ 5,000.00	0	5,000.00	
Total				\$ 5,000.00			

Reason for Request:

To cover the expenses of gasoline for county vehicles utilized by county employees for our office.

Signature on file \_\_\_\_\_

Department Head \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_

5/2/23  
Date  
5/16/23  
Date

Activity \_\_\_\_\_

(optional)

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

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

JPS - 5/16/23

FIN/CB - 5/23/23



## Budget Transfer

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

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**File #:** 23-1851

**Agenda Date:** 5/16/2023

**Agenda #:** 8.B.

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DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective October, 2022

From: 1000  
Company #

CIRCUIT COURT  
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
5900	50059		NEW PROGRAM REQUESTS-PERSONNEL	\$ 60,000.00	125,000.00	65,000.00	5/3/22
Total				\$ 60,000.00			

To: 1000  
Company #

CIRCUIT COURT  
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
5900	50000		REGULAR SALARIES	\$ 60,000.00	940,371.03	1,000,371.03	5/3/22
Total				\$ 60,000.00			

Reason for Request:

Full-time Court Interpreter - FY23 budgeted position for new program request was filled 12/1/2022. Money needs to be transferred from New Program Requests to Regular Salaries.

Signature on file

Department Head

Chief Financial Officer

5/3/23  
Date  
5/5/27  
Date

Activity

(optional)

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

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

JPS - 5/16/23

FIN/CB - 5/23/23



## Change Order

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

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**File #: 23-1852**

**Agenda Date: 5/16/2023**

**Agenda #: 9.A.**

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Consent  
JPS 5/16  
CB 5/23

Date: May 5, 2023

MinuteTrac (IQM2) ID #: 23-1782

<b>Purchase Order #:</b> 5534-0001 SERV	<b>Original Purchase Order Date:</b> Dec 1, 2021	<b>Change Order #:</b> 1	<b>Department:</b> CIRCUIT COURT CLERK
<b>Vendor Name:</b> QUICKET SOLUTIONS, INC.		<b>Vendor #:</b> 38739	<b>Dept Contact:</b> JULIE ELLEFSEN
<b>Background and/or Reason for Change Order Request:</b> CLOSE CONTRACT			
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$1,234,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$1,234,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$1,071,000.00)
E	New contract amount (C + D)	\$163,000.00
F	Percent of current contract value this Change Order represents (D / C)	-86.79%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-86.79%

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

JCE	8590	May 5, 2023	JCE	8590	May 5, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



## Grant Proposal Notifications

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

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**File #:** 23-1853

**Agenda Date:** 5/16/2023

**Agenda #:** 10.A.

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## Grant Proposal Notification

GPN Number: 024-23  
(Completed by Finance Department)

Date of Notification: 04/26/2023  
(MM/DD/YYYY)

Parent Committee Agenda Date: 05/16/2023  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 05/01/2023  
(MM/DD/YYYY)

Name of Grant: FY 2024 Tobacco Grant

Name of Grantor: Illinois Department of Human Services

Originating Entity: U.S Department of Health Services  
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Sheriff's Office

Department Contact: Lt. Eduardo Castillo X2318  
(Name, Title, and Extension)

Parent Committee: Judicial Public Safety

Grant Amount Requested: \$ 6,993.00

Type of Grant: Fixed Rate  
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☒ No

Source of Grant: ☒ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 93.959

If State, provide CSFA: 444-26-1565

## Grant Proposal Notification

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1. Justify the department's need for 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?

07/01/2023      to:      06/30/2024  
(MM/DD/YYYY)                      (MM/DD/YYYY)

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

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

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

No

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

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

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

5.2. After expenditure of costs (reimbursement-based) ☒

## Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes
- 6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.
- 6.1.1. Total salary \$5,933.81 Percentage covered by grant 100%
- 6.1.2. Total fringe benefits \$1,059.19 Percentage covered by grant 100%
- 6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): No
- 6.1.3.1. If yes, which ones are disallowed?
- 6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
- 1000-4400
- 6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No
- 6.2.1. If yes, how many new positions will be created?
- 6.2.1.1. Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Temporary \_\_\_\_\_
- 6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?                       
(Yes or No)
- 6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

## Grant Proposal Notification

<p>6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)</p>	<p>NA</p> <hr/>
<p>6.3.1. If yes, please answer the following:</p>	
<p>6.3.1.1. How many years beyond the grant term?</p>	<hr/>
<p>6.3.1.2. What Company-Accounting Unit(s) will be used?</p>	<hr/>
<p>6.3.1.3. Total annual salary</p>	<hr/>
<p>6.3.1.4. Total annual fringe benefits</p>	<hr/>
<p>7. Does the grant allow for direct administrative costs? (Yes or No)</p>	<p>No</p> <hr/>
<p>7.1. If yes, please answer the following:</p>	
<p>7.1.1. Total estimated direct administrative costs for project</p>	<hr/>
<p>7.1.2. Percentage of direct administrative costs covered by grant</p>	<hr/>
<p>7.1.3. What percentage of the grant total is the portion covered by the grant</p>	<hr/>
<p>8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?</p>	<p>0%</p> <hr/>
<p>9. Are matching funds required? (Yes or No):</p>	<p>No</p> <hr/>
<p>9.1. If yes, please answer the following:</p>	
<p>9.1.1. What percentage of match funding is required by granting entity?</p>	<hr/>
<p>9.1.2. What is the dollar amount of the County's match?</p>	<hr/>



## Grant Proposal Notification

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9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? \_\_\_\_\_

10. What amount of funding is already allocated for the project? \$0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located? \_\_\_\_\_

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): Yes

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$6,993.00



## Grant Proposal Notifications

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

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**File #:** 23-1854

**Agenda Date:** 5/16/2023

**Agenda #:** 10.B.

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## Grant Proposal Notification

GPN Number: 025-23  
(Completed by Finance Department)

Date of Notification: 05/02/2023  
(MM/DD/YYYY)

Parent Committee Agenda Date: 05/16/2023  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 05/31/2023  
(MM/DD/YYYY)

Name of Grant: State Criminal Alien Assistance Program FY2023

Name of Grantor: U.S. DOJ- Bureau of Justice Assistance

Originating Entity: \_\_\_\_\_  
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Sheriff

Department Contact: Deputy Chief Dan Bilodeau X2402  
(Name, Title, and Extension)

Parent Committee: JPS

Grant Amount Requested: \$ 488,323.88

Type of Grant: Formula  
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☒ No

Source of Grant: ☒ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 16.606 If State, provide CSFA: \_\_\_\_\_



## Grant Proposal Notification

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

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?

07/01/2021 to: 06/30/2022  
(MM/DD/YYYY) (MM/DD/YYYY)

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

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

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

No

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

\_\_\_\_\_

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

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

5.2. After expenditure of costs (reimbursement-based) ☒

## Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) No

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary \$488,323.88 Percentage covered by grant 100

6.1.2. Total fringe benefits \$0.00 Percentage covered by grant 0

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): No

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Temporary \_\_\_\_\_

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? (Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

## Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)

No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term?

6.3.1.2. What Company-Accounting Unit(s) will be used?

6.3.1.3. Total annual salary

6.3.1.4. Total annual fringe benefits

7. Does the grant allow for direct administrative costs? (Yes or No)

No

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project

7.1.2. Percentage of direct administrative costs covered by grant

7.1.3. What percentage of the grant total is the portion covered by the grant

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?

0

9. Are matching funds required? (Yes or No):

No

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity?

9.1.2. What is the dollar amount of the County's match?



## Grant Proposal Notification

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9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? \_\_\_\_\_

10. What amount of funding is already allocated for the project? \$488,323.88

10.1. If allocated, in what Company-Accounting Unit are the funds located? 1000-4410

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): Yes

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$488,323.88



## Grant Proposal Notifications

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

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**File #:** 23-1855

**Agenda Date:** 5/16/2023

**Agenda #:** 10.C.

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## Grant Proposal Notification

GPN Number: 026-23  
(Completed by Finance Department)

Date of Notification: 05/02/2023  
(MM/DD/YYYY)

Parent Committee Agenda Date: 05/16/2023  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 05/18/2023  
(MM/DD/YYYY)

Name of Grant: Victims of Crime Act PY24

Name of Grantor: Illinois Criminal Justice Information Authority (through CACI)

Originating Entity: U. S. Department of Justice  
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: DuPage County State's Attorney - Children's Center

Department Contact: Robin Bolton, Financial Manager ext. 8146  
(Name, Title, and Extension)

Parent Committee: Judicial Public Safety Committee

Grant Amount Requested: \$ 80,504.00

Type of Grant: Competitive, Continuation, Formula  
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☒ No

Source of Grant: ☒ Federal ☐ State ☐ Private ☒ Corporate

If Federal, provide CFDA: 16.575

If State, provide CSFA: 546-00-1745



## Grant Proposal Notification

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

This grant reimburses a portion of two Case Managers' salaries at the Children's Center. As part of the multi-disciplinary team, case managers assess the needs of victims of child sexual and severe physical abuse along with the needs of their parents, and are the point of contact for a family during the investigative and court process. They support families and victims through crisis intervention, hospital care exams, Crime Victim compensation and court preparation.

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

This grant would address the Quality of Life Imperative by providing funding for 2 case managers who provide services to victims of child sexual and severe physical abuse in DuPage County.

3. What is the period covered by the grant?

07/01/2023 to: 06/30/2024  
(MM/DD/YYYY) (MM/DD/YYYY)

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

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

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

No

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

\_\_\_\_\_

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

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

5.2. After expenditure of costs (reimbursement-based) ☒

## Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes
- 6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.
- 6.1.1. Total salary \$121,992.00 Percentage covered by grant 66%
- 6.1.2. Total fringe benefits \$48,797.00 Percentage covered by grant 0%
- 6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): No
- 6.1.3.1. If yes, which ones are disallowed?
- 6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
- 1000-6510
- 6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No
- 6.2.1. If yes, how many new positions will be created?
- 6.2.1.1. Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Temporary \_\_\_\_\_
- 6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? \_\_\_\_\_  
(Yes or No)
- 6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

## Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)

No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term?

6.3.1.2. What Company-Accounting Unit(s) will be used?

6.3.1.3. Total annual salary

6.3.1.4. Total annual fringe benefits

7. Does the grant allow for direct administrative costs? (Yes or No)

No

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project

7.1.2. Percentage of direct administrative costs covered by grant

7.1.3. What percentage of the grant total is the portion covered by the grant

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?

0

9. Are matching funds required? (Yes or No):

No

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity?

9.1.2. What is the dollar amount of the County's match?



## Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?	N/A
10. What amount of funding is already allocated for the project?	\$90,285.00
10.1. If allocated, in what Company-Accounting Unit are the funds located?	1000-6510
10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):	Yes
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?	\$170,789.00



## Grant Proposal Notifications

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

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**File #:** 23-1856

**Agenda Date:** 5/16/2023

**Agenda #:** 10.D.

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## Grant Proposal Notification

GPN Number: 029-23  
(Completed by Finance Department)

Date of Notification: 05/09/2023  
(MM/DD/YYYY)

Parent Committee Agenda Date: 05/16/2023  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 04/27/2023  
(MM/DD/YYYY)

Name of Grant: DuPage County Adult Redeploy Illinois Programs SFY24

Name of Grantor: Illinois Criminal Justice Information Authority

Originating Entity: \_\_\_\_\_  
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Probation and Court Services

Department Contact: Sharon Donald, Finance Manager - Ext. 8413  
(Name, Title, and Extension)

Parent Committee: Judicial and Public Safety

Grant Amount Requested: \$ 450,514.85

Type of Grant: Initial Announcement - New Application  
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☒ No

Source of Grant: ☐ Federal ☒ State ☐ Private ☐ Corporate

If Federal, provide CFDA: \_\_\_\_\_ If State, provide CSFA: 546-00-2115

## Grant Proposal Notification

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

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

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

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?

07/01/2023 to: 06/30/2024  
(MM/DD/YYYY) (MM/DD/YYYY)

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

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

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

No

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

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

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

5.2. After expenditure of costs (reimbursement-based) ☒

## Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary \$271,009.00 Percentage covered by grant 100%

6.1.2. Total fringe benefits \$81,657.05 Percentage covered by grant 100%

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): Yes

6.1.3.1. If yes, which ones are disallowed?

Tuition reimbursement, and FMLA payouts are not allowable expenses through the grant.

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

1000-6100

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Temporary \_\_\_\_\_

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?                       
(Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

5000-6192

## Grant Proposal Notification

<p>6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)</p>	<p><u>No</u></p>
<p>6.3.1. If yes, please answer the following:</p>	
<p>6.3.1.1. How many years beyond the grant term?</p>	<p>_____</p>
<p>6.3.1.2. What Company-Accounting Unit(s) will be used?</p>	<p>_____</p>
<p>6.3.1.3. Total annual salary</p>	<p>_____</p>
<p>6.3.1.4. Total annual fringe benefits</p>	<p>_____</p>
<p>7. Does the grant allow for direct administrative costs? (Yes or No)</p>	<p><u>N/A</u></p>
<p>7.1. If yes, please answer the following:</p>	
<p>7.1.1. Total estimated direct administrative costs for project</p>	<p>_____</p>
<p>7.1.2. Percentage of direct administrative costs covered by grant</p>	<p>_____</p>
<p>7.1.3. What percentage of the grant total is the portion covered by the grant</p>	<p>_____</p>
<p>8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?</p>	<p><u>21.72%</u></p>
<p>9. Are matching funds required? (Yes or No):</p>	<p><u>No</u></p>
<p>9.1. If yes, please answer the following:</p>	
<p>9.1.1. What percentage of match funding is required by granting entity?</p>	<p>_____</p>
<p>9.1.2. What is the dollar amount of the County's match?</p>	<p>_____</p>



## Grant Proposal Notification

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9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? \_\_\_\_\_

10. What amount of funding is already allocated for the project? \$0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located? \_\_\_\_\_

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$450,514.85



## Authorization to Travel

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

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**File #:** 23-1857

**Agenda Date:** 5/16/2023

**Agenda #:** 11.A.

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# 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 of 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 is 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*

## OVERNIGHT TRAVEL REQUEST

Valid for ALL overnight travel

Revised 3-14-2017

REQUEST DATE: 3-May-23	
NAME:	TITLE: EM Specialist
DEPARTMENT: OHSEM	ACCOUNT CODE: 1000-1900
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
<p>Authorization is requested for overnight travel for this Emergency Management Specialist 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 this Specialist to attend this training as he is responsible for coordinating the development of DuPage County's Multi-Agency Resource Center Plan development. The cost to DuPage County would be \$254.55 for gasoline,</p>	
DESTINATION: ILEAS Training Center - Urbana, IL	
DATE OF DEPARTURE: 30-May-23	DATE OF RETURN ARRIVAL: 31-May-23
(Please include a detailed explanation if different from official business dates)	
<b>Please indicate the estimated amount for each applicable expense.</b>	
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

### REVIEWED BY AND DATE APPROVED:

Department Head: \_\_\_\_\_  
(Signature)

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

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: 3-May-23	
NAME:	TITLE: EM Specialist
DEPARTMENT: OHSEM	ACCOUNT CODE: 1000-1900
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
<p>Authorization is requested for overnight travel for this Emergency Management Specialist 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 this Specialist to attend this training as she is responsible for coordinating the development of DuPage County's Multi-Agency Resource Center Plan development. The cost to DuPage County would be \$254.55 for gasoline,</p>	
DESTINATION: ILEAS Training Center - Urbana, IL	
DATE OF DEPARTURE: 30-May-23	DATE OF RETURN ARRIVAL: 31-May-23
(Please include a detailed explanation if different from official business dates)	
<b>Please indicate the estimated amount for each applicable expense.</b>	
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

### REVIEWED BY AND DATE APPROVED:

Department Head: \_\_\_\_\_  
(Signature)

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

Committee Name: \_\_\_\_\_

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

County Board: \_\_\_\_\_

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

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



## Authorization to Travel

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

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**File #:** 23-1858

**Agenda Date:** 5/16/2023

**Agenda #:** 11.B.

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## OVERNIGHT TRAVEL REQUEST

Valid for ALL overnight travel

Revised 3-14-2017

REQUEST DATE: 8-May-23	
NAME:	TITLE: Coordinator
DEPARTMENT: OHSEM	ACCOUNT CODE: 1000-1900
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
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. IEMA's Division of Statewide Interoperability, partnering with DHS/CISA's Office of Emergency Communications, has established this working group to strengthen the Communications Unit Program at the state level. Lodging and meals are provided. No cost to DuPage County.	
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 official business dates)	
<b>Please indicate the estimated amount for each applicable expense.</b>	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$0.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$0.00
TOTAL	\$0.00

### REVIEWED BY AND DATE APPROVED:

Department Head: \_\_\_\_\_  
(Signature)

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

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 2<sup>nd</sup>
- Tuesday, May 23<sup>rd</sup>
- Thursday, May 30<sup>th</sup>

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 28<sup>th</sup>**, 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](mailto:Eric.Benson@Illinois.gov)

**24/7 OPS Center: 217-782-7860**



## Authorization to Travel

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

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**File #:** 23-1859

**Agenda Date:** 5/16/2023

**Agenda #:** 11.C.

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## 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:	1 ITECS 8	Number of UCP Units Requested:	7
Requested by:	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:			
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

<p>Narrative:</p> <p>Alternate contact in case you can't reach Cory: Matt Bogard</p> <p>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!</p> <p>Thanks!</p> <p>Cory</p> <p>05/05/2023 16:34 TW This has been updated to include UCP 7 &amp; report refaxed &amp; also included to Cory</p> <p>5/10/23 1115 (KK) Per email from                      DuPage County OHSEM, RapidComm4 will be deploying as well.</p> <p>CORY</p>
--

## OVERNIGHT TRAVEL REQUEST

Valid for ALL overnight travel  
Revised 3-14-2017

REQUEST DATE:	8-May-23
NAME:	TITLE: Reservist
DEPARTMENT: OHSEM	ACCOUNT CODE: 1000-1900
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
Authorization is requested for overnight travel for RapidComm 4 and this OHSEM Reservist 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 in the amount of \$397.50.	
DESTINATION: Madison Co. - 700 Raceway Blvd., Madison, IL	
DATE OF DEPARTURE: 2-Jun-23	DATE OF RETURN ARRIVAL: 4-Jun-23
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$0.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$250.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$147.50
TOTAL	\$397.50

## REVIEWED BY AND DATE APPROVED:

Department Head: \_\_\_\_\_  
(Signature)

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

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:	
TITLE: Reservist	
DEPARTMENT: OHSEM	ACCOUNT CODE: 1000-1900
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
<p>Authorization is requested for overnight travel for RapidComm 4 and this OHSEM Reservist 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 in the amount of \$267.50.</p>	
DESTINATION: Madison Co. - 700 Raceway Blvd., Madison, IL	
DATE OF DEPARTURE: 2-Jun-23	DATE OF RETURN ARRIVAL: 4-Jun-23
(Please include a detailed explanation if different from official business dates)	
<p><i>Please indicate the estimated amount for each applicable expense.</i></p>	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$0.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$120.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$147.50
TOTAL	\$267.50

## REVIEWED BY AND DATE APPROVED:

Department Head: \_\_\_\_\_  
(Signature)

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

Committee Name:

Date:

County Board:

Date:

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



## Informational

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

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**File #: 23-1860**

**Agenda Date: 5/16/2023**

**Agenda #: 12.A.**

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# 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**

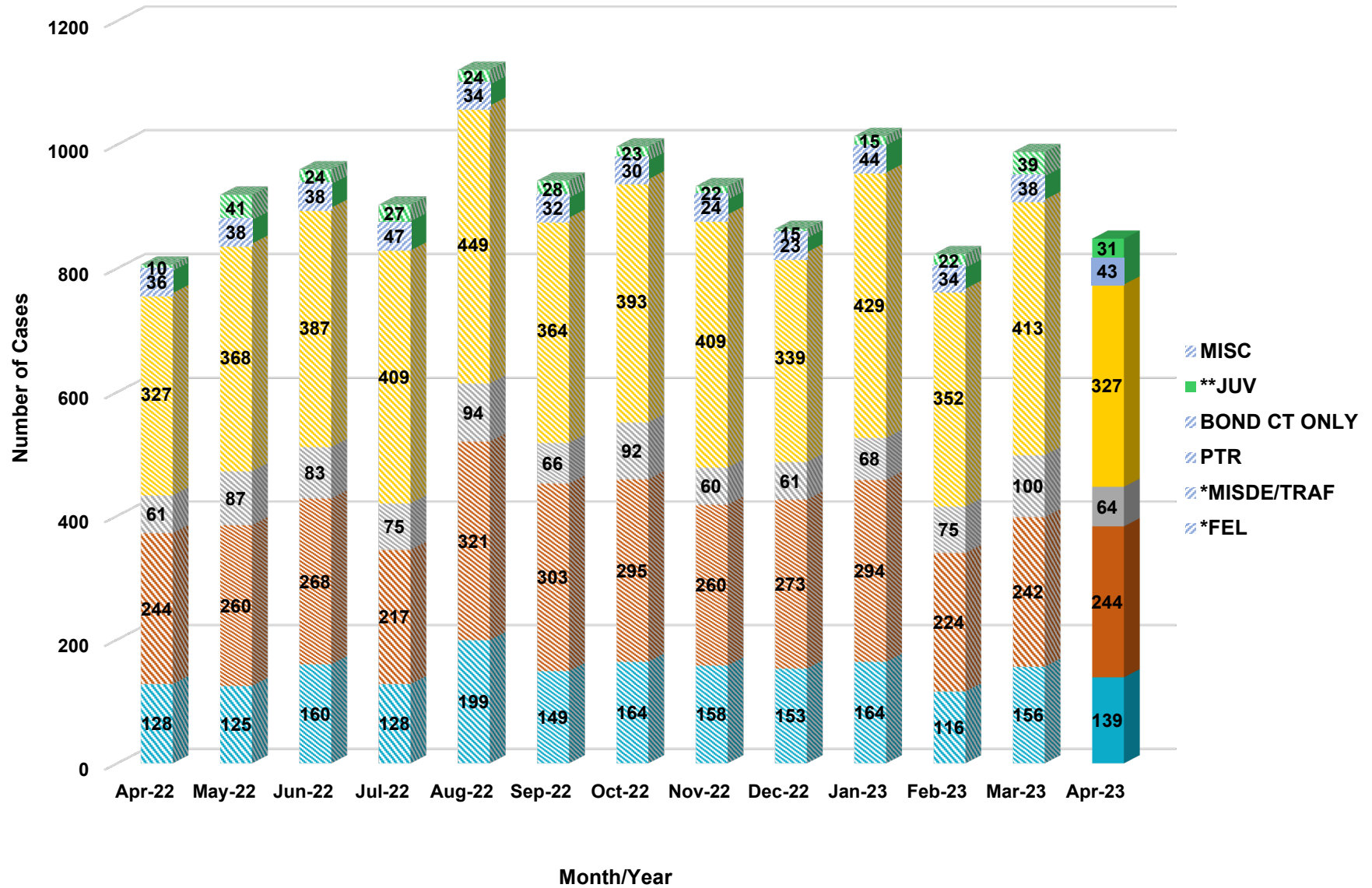
JEFFREY R. YORK  
Public Defender of DuPage County

JRY/mb  
encl.

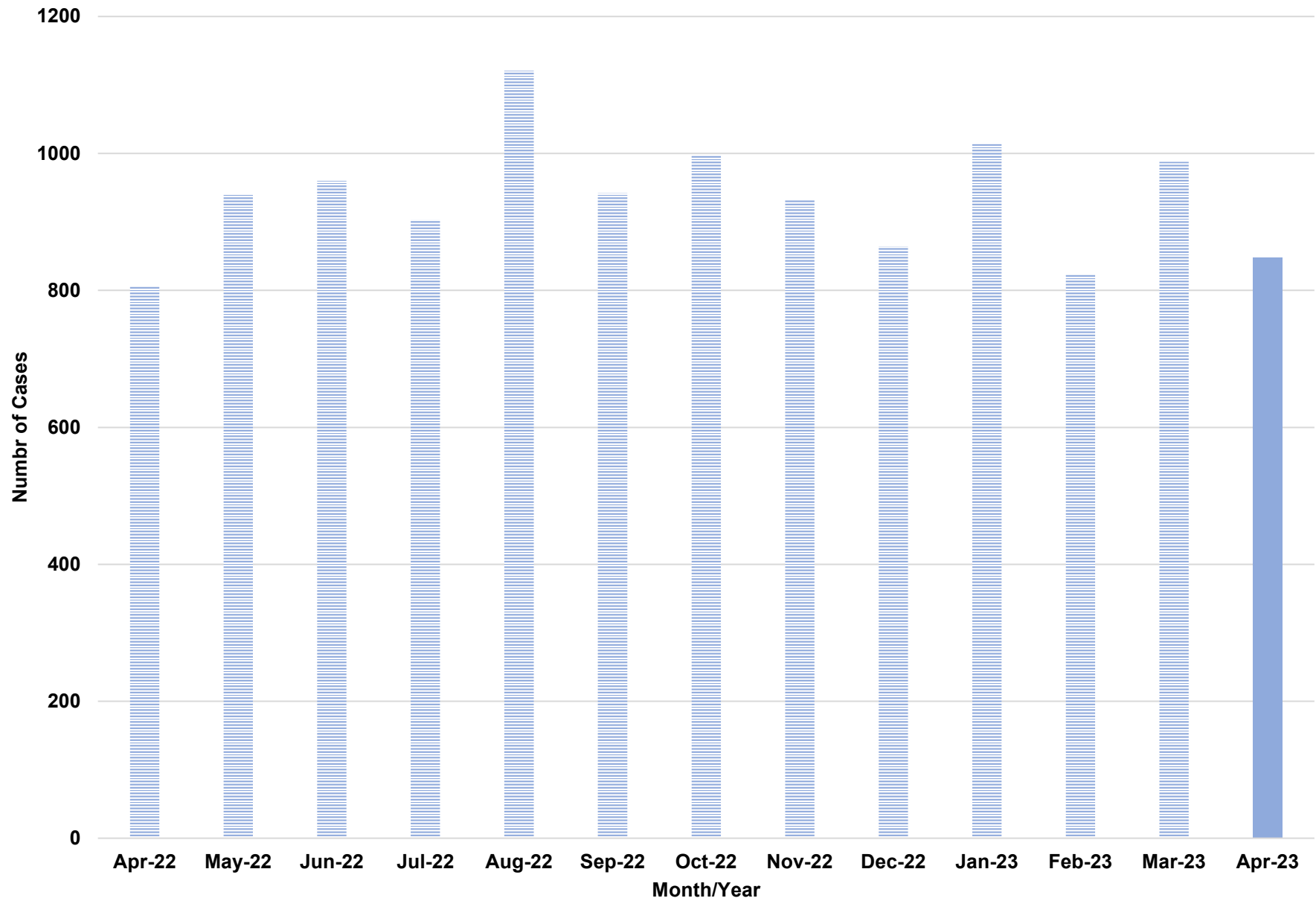
Public Defender's Office - New Case Appointments - April 2023

<b>Case Type</b>	<b>Case Sub Type</b>	<b>Number of Cases</b>
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
<b>Total</b>		<b>848</b>

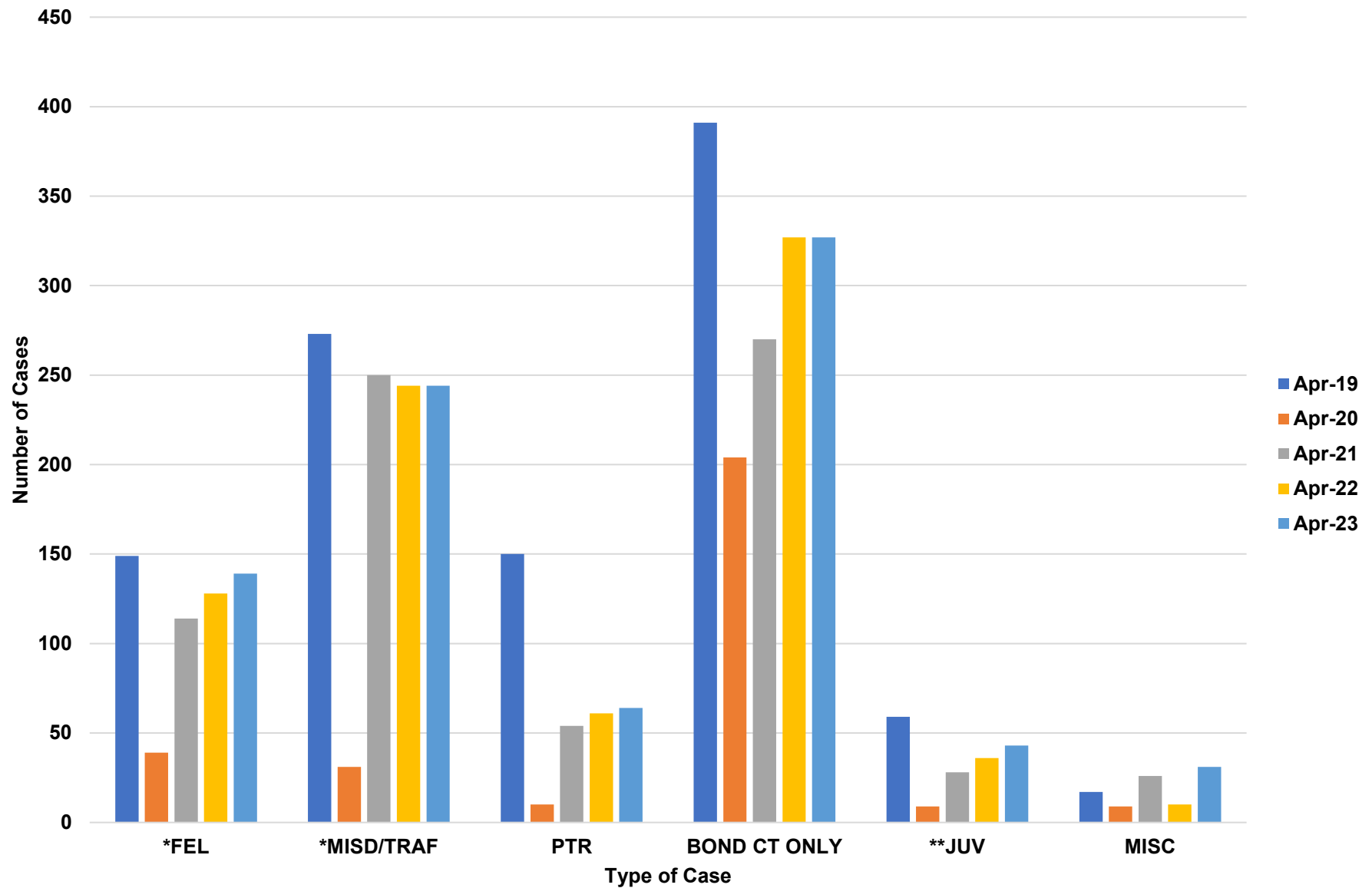
## Public Defender's Office - New Appointments - By Category Stacked April 2022 - April 2023



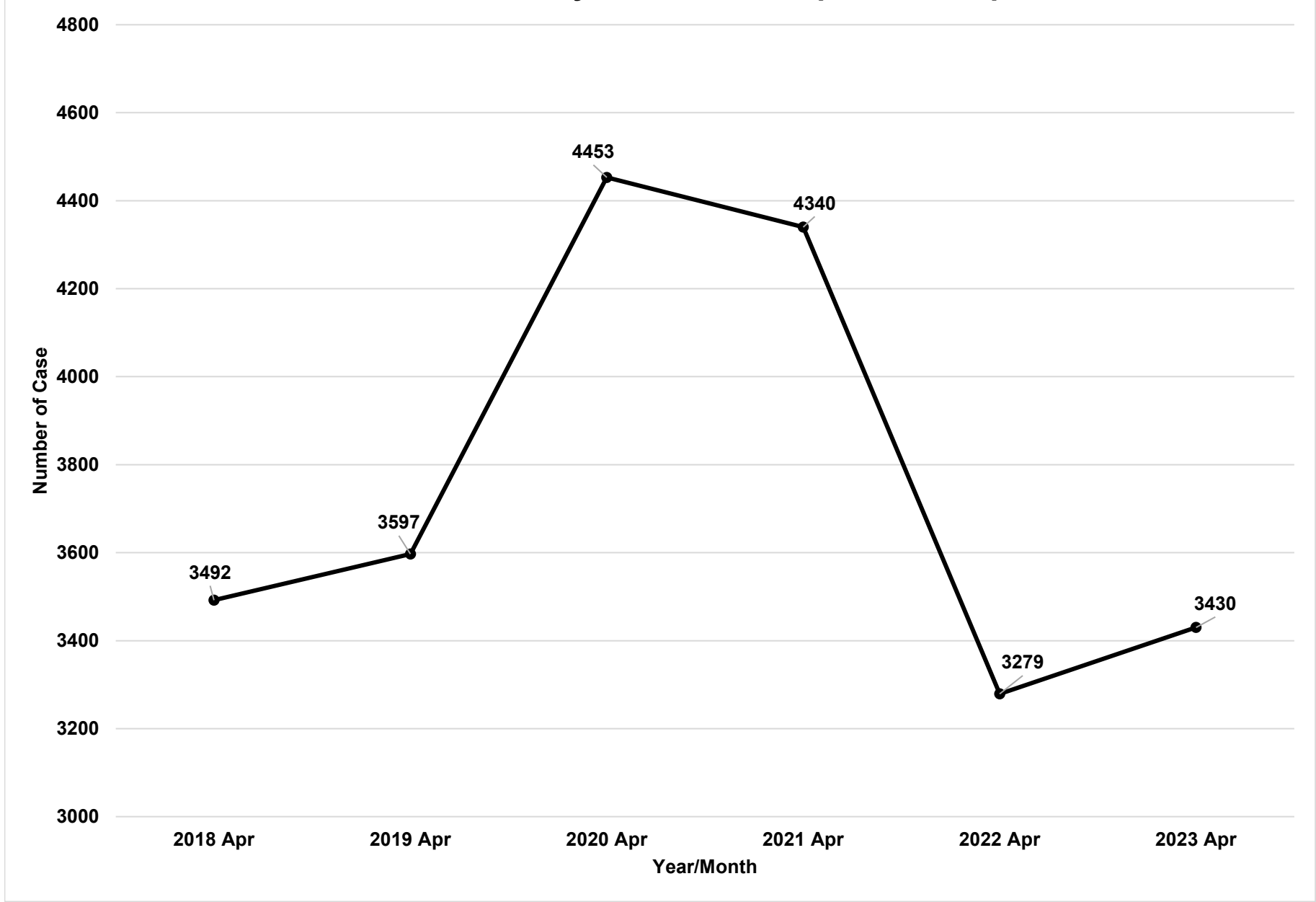
### Public Defender's Office - New Case Appointments April 2022 - April 2023

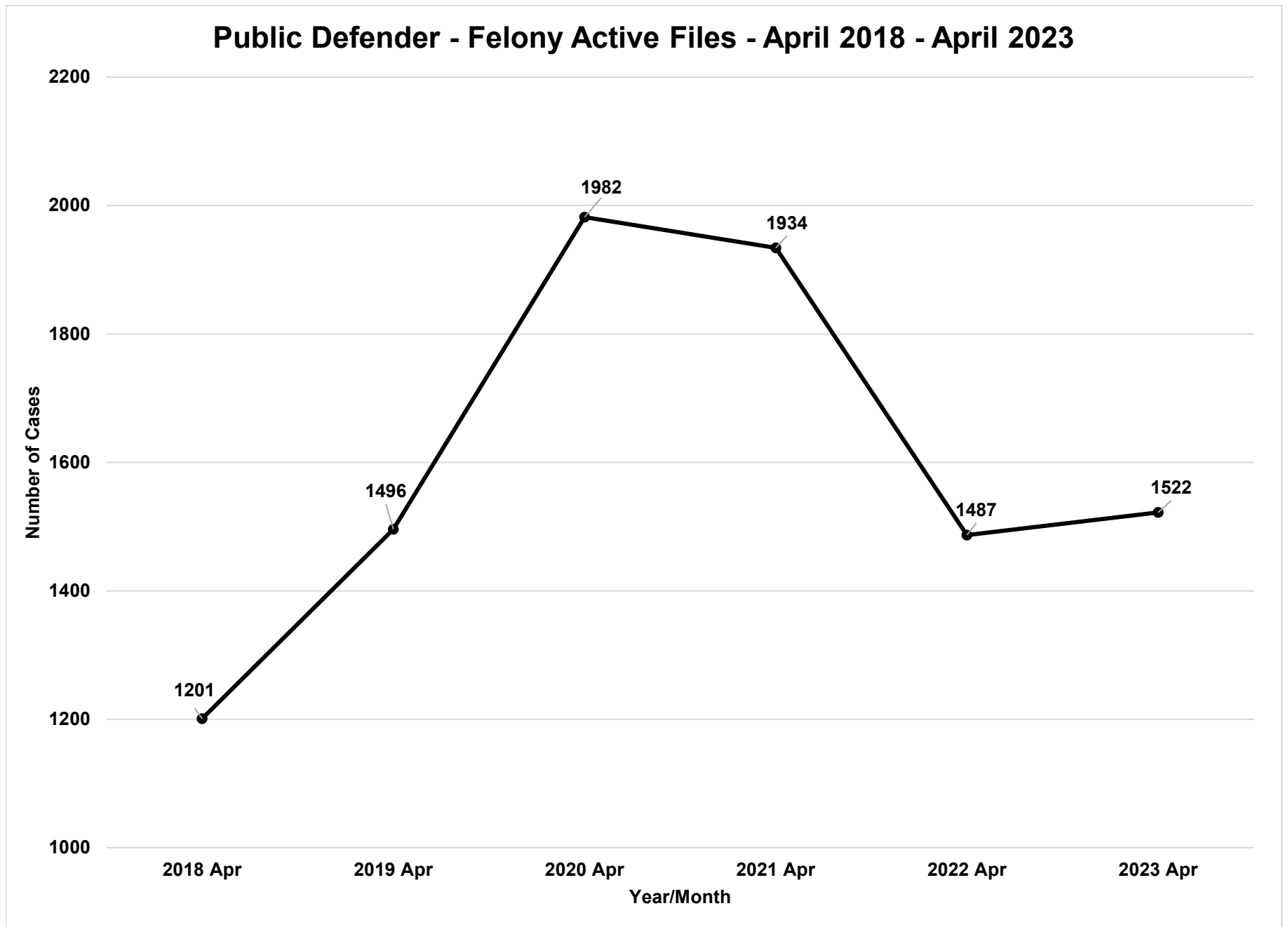


## Public Defender's Office - New Case Appointment by Type April 2019 - April 2023

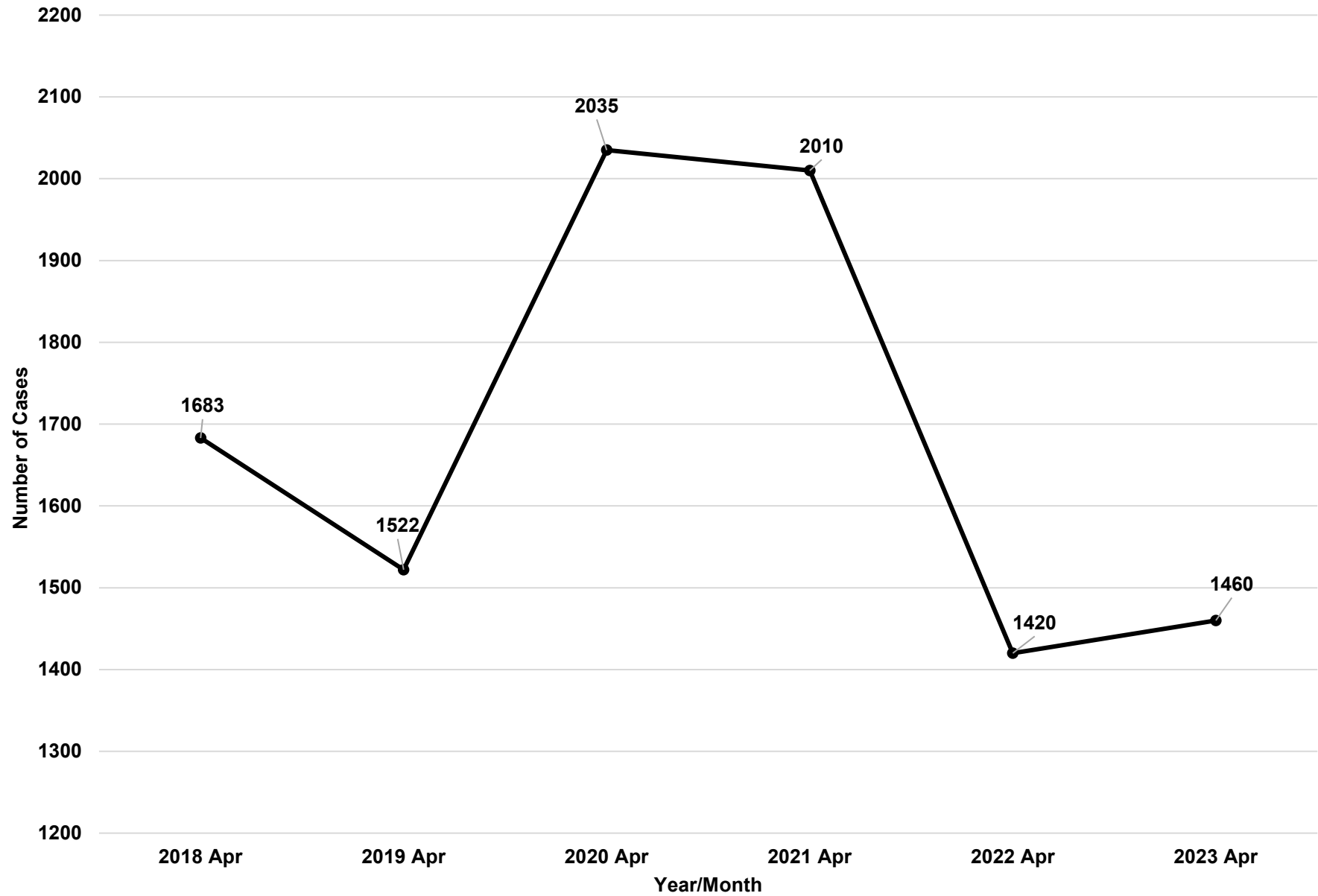


**Public Defender - Attorney Active Files - April 2018 - April 2023**





## Public Defender - Misdemeanor Active Files - April 2018 - April 2023



## Public Defender's Office - April 2023 Open Cases by Category

