



# DU PAGE COUNTY

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

## Judicial and Public Safety Committee Final-revised Regular Meeting Agenda

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Tuesday, November 21, 2023

8:00 AM

County Board Room

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1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIR REMARKS - CHAIR EVANS

5. APPROVAL OF MINUTES

5.A. [23-3734](#)

Judicial and Public Safety Committee - Regular Meeting - Tuesday, November 7, 2023.

6. PROCUREMENT REQUISITIONS

6.A. [JPS-P-0069-23](#)

Recommendation for the approval of a contract to Christa M. Winthers, of the Law Firm of Antonioli, Cerny & Winthers, PC, to provide professional services as a conflict attorney assigned to juvenile cases, for the period December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$42,000. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code's Professional Services Selection Process for other professional services. Section 2-353(1)(b). (18th Judicial Circuit Court)

6.B. [JPS-P-0070-23](#)

Recommendation for the approval of a contract purchase order to William G. Worobec, Attorney at Law, to provide professional services as a conflict attorney for the 18th Judicial Circuit Court, for the period of December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$47,400. Other professional service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant DuPage County Code Section 2-353(1)(b). (18th Judicial Circuit Court)

6.C. [JPS-P-0071-23](#)

Recommendation for the approval of a contract purchase order to the DuPage County Health Department, to provide mental health services for the mentally ill probationers, for Probation & Court Services, for the period of December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$208,000; per Intergovernmental Agreement. (Probation & Court Services)

6.D. [JPS-P-0072-23](#)

Recommendation for a resolution authorizing the execution of an agreement between the County of DuPage, the Sheriff of DuPage, and Fortress Plus Solutions LLC, for lease of facility space, for a 5-year contract, for the period of December 1, 2023 through November 30, 2028, for a contract total not to exceed \$1,579,509.60. (Sheriff's Office)

6.E. [23-3735](#)

Recommendation for the approval of a contract purchase order to PerkinElmer U.S. LLC, for the purchase and installation of a new Ultraviolet-Visible Spectrophotometer Instrument, for the Sheriff's Office Crime Lab, for a contract total not to exceed \$15,165; per Lowest Responsible Quote/Bid 23-137-SHF. (Sheriff's Office)

**7. RESOLUTIONS**7.A. [FI-R-0267-23](#)

Additional appropriation for the Drug Court Fund, Company 1400, Accounting Unit 5930, \$22,670. (Probation & Court Services)

7.B. [FI-R-0268-23](#)

Additional appropriation for the MICAP Fund, Company 1400, Accounting Unit 5940, \$27,592. (Probation & Court Services)

7.C. [FI-R-0269-23](#)

Additional appropriation for the Neutral Site Custody Exchange Fund, Company 1400, Accounting Unit 5920, \$25,260. (Family Center)

7.D. [FI-R-0270-23](#)

Acceptance and appropriation of the Comprehensive Law Enforcement Response to Drugs Grant PY24 - Inter-Governmental Agreement No. 421021, Company 5000 - Accounting Unit 6615, \$150,000. (State's Attorney's Office)

**8. ACTION ITEMS**8.A. [JPS-CO-0009-23](#)

Amendment to Purchase Order 2846-0001 SERV, issued Journal Technologies, Inc., for an increase of \$75,482, for monthly storage costs for electronic evidence and data and cost to build an interface between the JailTracker and Case Management System, for the Public Defender's Office, for a new contract total amount of \$831,557. (Public Defender's Office)

**9. GRANTS**9.A. [23-3737](#)

GPN 059-23: FY24 Law Enforcement Camera Grant - Illinois Law Enforcement Training & Standards Board - \$142,611.45. (Sheriff's Office)

**10. INFORMATIONAL**10.A. [23-3738](#)

Public Defender's Office Monthly Statistical Reports for September and October, 2023.  
(Public Defender's Office)

**11. OLD BUSINESS****12. NEW BUSINESS****13. ADJOURNMENT**



## Minutes

421 N. COUNTY FARM  
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[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #: 23-3734**

**Agenda Date: 11/21/2023**

**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

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**Tuesday, November 7, 2023**

**8:00 AM**

**County Board Room**

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**1. CALL TO ORDER**

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

**2. ROLL CALL**

Staff present:

Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Conor McCarthy (Assistant State's Attorney), Jason Blumenthal (Policy and Program Manager), Evan Shields (Public Information Officer), Suzanne Armstrong (Court Administrator), Jeff Martynowicz (Chief Financial Officer), Mary Catherine Wells (Deputy Chief Financial Officer), Valerie Calvente (Procurement), Jeff York (Public Defender), Craig Dieckman (Director, Office of Homeland Security and Emergency Management), Edmond Moore (Undersheriff) and Nick Alfonso (Assistant State's Attorney).

Other Board Members present:

Paula Garcia

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

**3. PUBLIC COMMENT**

**3.A. [23-3669](#)**

Online Public Comment

All online submissions for public comment from the November 7, 2023 Judicial and Public Safety Committee meeting are included in the record in their entirety. They are found in the Minutes Packet and via the link above.

**4. CHAIR REMARKS - CHAIR EVANS**

Chair Evans welcomed all and hoped that everyone had a great weekend.

**5. APPROVAL OF MINUTES**

**5.A. [23-3574](#)**

Judicial and Public Safety Committee - Regular Meeting - Tuesday, October 17, 2023.

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

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

## 6. PROCUREMENT REQUISITIONS

### 6.A. [JPS-P-0067-23](#)

Recommendation for the approval of a contract purchase order to Streicher's, Inc., for the purchase of ballistic and stab resistant armor for the deputies, for the period of December 1, 2023 through November 30, 2024, for a contract total not to exceed \$165,000; per contract pursuant to the Governmental Joint Purchasing Act, NASPO contract pricing-Master Agreement #164720. (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Patty Gustin

### 6.B. [23-3575](#)

Recommendation for the approval of a contract purchase order to Fisher Scientific Company, LLC, for the purchase of CAPture BT Fuming Chamber and accessories, for a contract total not to exceed \$20,237.73; per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act", Omnia Partners #2021002889. (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Michael Childress

### 6.C. [23-3576](#)

Recommendation for the approval of a contract purchase order to Fisher Scientific Company, LLC, for the purchase of 4 Certified Laboratory Power Protection Systems, for a contract total not to exceed \$28,807.70; per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act", Omnia Partners #2021002889. (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Liz Chaplin

6.D. [23-3577](#)

Recommendation for the approval of a contract purchase order to PerkinElmer U.S. LLC, for the purchase and installation of a new Fourier Transform Infrared Spectrometer (FTIR), for the Sheriff's Office Crime Lab, for a contract total not to exceed \$28,338.20; per Lowest Responsible Quote/Bid 23-128-SHF. (Sheriff's Office)

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

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

7. **RESOLUTIONS**

7.A. [FI-R-0260-23](#)

Acceptance and appropriation of the U.S. Department of Justice - Bureau of Justice Assistance PY23 DNA Capacity Enhancement for Backlog Reduction Program Grant Award No. 15PBJA-23-GG-01275-DNAX, Company 5000, Accounting Unit 4510, \$395,280. (Sheriff's Office)

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

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

7.B. [FI-R-0261-23](#)

Acceptance and appropriation of the Sustained Traffic Enforcement Program PY24 Grant - Agreement No. HS-24-0193, 0402, Company 5000, Accounting Unit 4525, \$39,027. (Sheriff's Office)

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

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

**8. BUDGET TRANSFERS****8.A. [23-3578](#)**

Transfer of funds from account nos. 1000-4410-53090 (Other Professional Services), 1000-4410-50099 (New Program Requests-Personnel) and 1000-4403-50099 (New Program Requests-Personnel) to account nos. 1000-4410-50040 (Part-Time Help), 1000-4410-50050 (Temporary Salaries) and 1000-4403-50040 (Part-Time Help) in the amount of \$130,237 needed because part-time and temporary wages exceed the budget for Jail Operations due to difficulty in hiring nursing personnel and increased medical needs and for the Crime Lab due to increased cases for temporary employee. (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Liz Chaplin

**8.B. [23-3579](#)**

Transfer of funds from account nos. 1000-4405-50010 (Overtime), 1000-4410-50020 (Holiday Pay), 1000-4400-50099 (New Program Requests-Personnel), 1000-4415-50099 (New Program Requests-Personnel) and 1000-4415-50090 (Township Contracts-Sheriff) to account nos. 1000-4410-50010 (Overtime), 1000-4415-50020 (Holiday Pay), 1000-4400-51060 (Cell Phone Stipend) and 1000-4415-50010 (Overtime) in the amount of \$340,056 needed for the following reasons: Jail Overtime continues to exceed budget due to difficulty in recruiting. Law Enforcement Overtime is expected to be unusually high for the remainder of the year due to some significant cases. There is also a potential shortfall in Holiday Pay for Law Enforcement due to a transfer out earlier in the year and a minor shortfall in the Sheriff's Admin Cell Phone Stipend to move budget to the correct department. (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Patty Gustin

**8.C. [23-3580](#)**

Transfer of funds from account no. 1000-4400-52100 (I.T. Equipment-Small Value) to account no. 1000-4400-54100 (I.T. Equipment) in the amount of \$15,974 needed for PO# 6575-0001-SERV because the price of the Fortinet FortiSwitch is above the single item threshold of \$5,000 requiring the expense to be classified as Capital. The transfer of funds is necessary to move the budget expense from the Commodities Account Code 52100 to the Capital Outlay Account Code 54100. (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Patty Gustin

## 9. ACTION ITEMS

### 9.A. [JPS-CO-0007-23](#)

Amendment to Purchase Order 6096-0001 SERV, issued to Public Safety Direct, for the repairs and maintenance of existing sheriff's vehicles and upfitting of the new sheriff's vehicles, to increase the encumbrance in the amount of \$14,000, resulting in a new contract total amount not to exceed \$740,816.70, an increase of 1.93%. (Sheriff's Office)

Member Yoo inquired why it is necessary to increase the amount of the contract by \$14,000. Deputy Chief Dan Bilodeau with the Sheriff's Office responded that this increase is needed to complete the upfitting of the remaining vehicles for FY23. Member Yoo also asked whether the contract is renewing or if they are considering other vendors. Deputy Chief Bilodeau stated that Public Safety Direct was the only vendor to bid on this contract and that it is renewing with a start date of December 1, 2023.

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Patty Gustin

### 9.B. [23-3581](#)

Amendment to Purchase Order 5822-0001 SERV, issued to LDV, Inc. for the purchase of a mobile command post for the Sheriff's Office & MERIT to extend contract from May 9, 2023 to November 30, 2023. No change in contract total. (Sheriff's Office)

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Patty Gustin

## 10. GRANTS

### 10.A. [23-3584](#)

GPN 058-23: Comprehensive Law Enforcement Response to Drugs Grant PY24 - Illinois Criminal Justice Information Authority - Department of Justice - \$150,000. (State's Attorney's Office)

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

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Michael Childress

## 11. INFORMATIONAL

### 11.A. [23-3582](#)

Recommendation for the approval of a purchase order to Zips Car Wash, LLC d/b/a Jet Brite Car Wash, to provide unlimited car washes, including undercarriage wash and rust inhibitor, as needed for the DuPage County fleet of vehicles, for the period November 8, 2023 through November 7, 2024, for a contact total not to exceed \$29,900; per low bid #23-117-DOT.

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

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Yeena Yoo

## 12. DISCUSSION

### 12.A. Safe Harbor Children's Waiting Room at the DuPage County Courthouse

Policy and Program Manager Jason Blumenthal presented to the Committee an overview of the funding requests for the Safe Harbor Children's Waiting Room. In 1998, Safe Harbor entered into an agreement with DuPage County to provide this waiting room for the children whose parents were participating in court proceedings. At that time, a fee fund was put into place to help fund this program, along with some additional fundraising efforts. The fee fund was discontinued in 2019, however, some reserved funds still remain. Additional funds are needed and Safe Harbor's request from the Board at this time is \$40,750 for FY 2024 and thereafter \$106,000 annually for FY2025 and FY2026.

Several questions and comments were then brought forward by Members Chaplin, Tornatore, Zay, Yoo, Eckhoff and Gustin to which Mr. Blumenthal and Chief Administrative Office Nick Kottmeyer responded. The topics of discussion included the need for more details on the breakdown of the funding, why the fee fund was discontinued, plans for fundraising efforts, the possibility of using federal or state grants, the number of court cases being held via Zoom compared to in-person and whether or not Safe Harbor is a not-for-profit. While most Committee members are in support of the Safe Harbor Children's Waiting Room, they requested more information regarding a breakdown of the fees and where the funds are currently going. Chief Administrative Officer Kottmeyer assured the Committee that they will be receiving an email by the end of the week providing some of the information they are requesting. Further, he stated that this matter will be brought forward at the next Finance Committee meeting on

November 14, 2023 for further discussion.

**13. OLD BUSINESS**

No old business was offered.

**14. NEW BUSINESS**

No new business was offered.

**15. ADJOURNMENT**

With no further business, Member Schwarze moved, seconded by Member Chaplin to adjourn the meeting at 8:35 AM. The next meeting is scheduled for Tuesday, November 21, 2023 at 8:00 AM.



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

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

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**File #:** JPS-P-0069-23

**Agenda Date:** 11/21/2023

**Agenda #:** 6.A.

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AWARDING RESOLUTION ISSUED TO  
CHRISTA M. WINTHERS OF THE LAW FIRM OF  
ANTONIOLLI, CERNY & WINTHERS, PC  
FOR AN AGREEMENT TO PROVIDE PROFESSIONAL SERVICES  
TO THE 18<sup>TH</sup> JUDICIAL CIRCUIT COURT  
(CONTRACT TOTAL AMOUNT: \$42,000)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to provide professional services for a conflict attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period December 1, 2023 through November 30, 2024, for the 18<sup>th</sup> Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract to provide professional services for a conflict attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period December 1, 2023 through November 30, 2024, for the 18th Judicial Circuit Court, be, and it is hereby approved for issuance of a contract by the Procurement Division to Christa M. Winthers, of the Law Firm of Antoniolli, Cerny & Winthers, PC, 1N141 County Farm Road, Suite 230, Winfield, IL 60190, for a contract total amount not to exceed \$42,000.

Enacted and approved this 28th day of November, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK





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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: JPS-P-0069-23	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$42,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$42,000.00
	CURRENT TERM TOTAL COST: \$42,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Antoniolli, Cerny & Winthers PC	VENDOR #: 30126	DEPT: CIRCUIT COURT	DEPT CONTACT NAME: Katherine Thompson
VENDOR CONTACT: Christa M. Winthers	VENDOR CONTACT PHONE: 630-668-6700	DEPT CONTACT PHONE #: 630-407-8788	DEPT CONTACT EMAIL: Katherine.Thompson@18thjudicial.org
VENDOR CONTACT EMAIL: cwinthers@dupageattorneys.org	VENDOR WEBSITE: www.dupageattorneys.org	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.). Issue contract with attorney Christa Winthers of Antoniolli, Cerny & Winthers PC, to provide professional services as a conflict attorney assigned to juvenile cases.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Attorneys are appointed by the Court to represent abused, neglected, dependent or delinquent minors or family members in cases where the DuPage County Public Defender may not represent a party, including appeals in these matters. Number of cases throughout the year average 210.			

### 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. PER 55 ILCS 5/5-1022 'COMPETITIVE BIDS' (C) NOT SUITABLE FOR COMPETITIVE BIDDING
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Antoniolli, Cerny & Winthers PC	Vendor#: 30126	Dept: Circuit Court	Division:
Attn: Christa M. Winthers	Email: cwinthers@dupageattorneys.org	Attn: Katherine Thompson	Email: Katherine.Thompson@18thjudicial.org
Address: 1N141 County Farm Rd.Suite 230	City: Winfield	Address: 505 N. County Farm Rd. Room 2015	City: Wheaton
State: IL	Zip: 60190	State: IL	Zip: 60187
Phone: 630-668-6700	Fax: 630-668-6733	Phone: 630-407-8788	Fax: 630-407-8836
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: (same as above)	Vendor#:	Dept: (same as above)	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 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	12	EA	Service	Conflict Juvenile Attorney	FY24	1000	5900	53030		3,500.00	42,000.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 42,000.00

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

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

## AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of December 2023, and is entered into by and between the Eighteenth Judicial Circuit Court of DuPage County, ("COURT"), and Christa M. Winthers, of the Law Firm of Antonioli, Cerny & Winthers, P.C. ("ATTORNEY") an attorney licensed to practice law in the State of Illinois.

## RECITALS

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

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

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

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing December 1, 2023 through November 30, 2024, unless terminated sooner as provided herein.
3. **Scope of Services:** Attorney agrees to provide representation to abused, neglected, dependent or delinquent minors or family members in cases where the DuPage County Public Defender may not represent a party, including appeals in these matters. The Court may, from time to time, request changes in the scope of services. Any such changes shall be documented by an amendment to this Agreement in accordance with State and County laws.
4. **Compensation and Payment:** Compensation for Services during the initial term shall not exceed \$42,000.00 payable in monthly payments upon presentation of an invoice. Compensation shall be based on actual Services performed during the Term of this Agreement and the Court shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Court shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Court be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Attorney shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Court. The Court will process payment in its normal course of business.
5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Court for performance under this Agreement, the Court shall notify Attorney and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Court be liable to the Attorney for any amount in excess of the current appropriated amount.

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

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

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

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

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

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

9.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

9.2 **Compliance with Laws.** Attorney is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Attorney is and shall remain in compliance with all Court policies and rules, including, but not limited to, criminal background checks.

9.3 **Good Standing.** Attorney is not in default and has not been deemed by the Court to be in default under any other Agreement with the Court during the five (5) year period immediately preceding the effective date of this Agreement.

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

or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

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

**IF TO THE ATTORNEY:** Christa M. Winthers  
Antoniolli, Cerny & Winthers, P.C.  
1N141 County Farm Rd. #230  
Winfield, IL. 60190

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

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

**EIGHTEENTH JUDICIAL CIRCUIT COURT**  
Signature on file

By: [Signature]  
Chief Judge  
Date: 11/3/2023

**ATTORNEY**  
Signature on file

By: [Signature]  
Christa M. Winthers  
Date: 10/24/2023





# Required Vendor Ethics Disclosure Statement

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

Date: 10/23/2023

Bid/Contract/PO #:

Company Name: <u>Antonelli, Cerny &amp; Winthers, P.C.</u>	Company Contact: <u>Christa Winthers</u>
Contact Phone: <u>630-668-6700</u>	Contact Email: <u>cwinthers@dupageattorneys.org</u>

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

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county 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

- 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

Axel Cerny

Title

Partner / President

Date

10/23/2023

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-0070-23

**Agenda Date:** 11/21/2023

**Agenda #:** 6.B.

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AWARDING RESOLUTION ISSUED TO  
WILLIAM G. WOROBEK, ATTORNEY AT LAW  
FOR AN AGREEMENT TO PROVIDE PROFESSIONAL SERVICES  
TO THE 18TH JUDICIAL CIRCUIT COURT  
(CONTRACT TOTAL AMOUNT \$47,400)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract purchase order for a court-appointed attorney in the Sexually Violent Person Act or Sexually Dangerous Person Act, including appeals in these matters, for the period of December 1, 2023 through November 30, 2024, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract for a court-appointed attorney in the Sexually Violent Person Act or Sexually Dangerous Person Act, including appeals in these matters, for the period of December 1, 2023 through November 30, 2024, for the 18th Judicial Circuit Court, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to William G. Worobek, Attorney at Law, 207 Reber Street, Suite 201, Wheaton, IL 60187, for a contract total amount of \$47,400.

Enacted and approved this 28th day of November, 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

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: JPS-P-0070-23	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$47,400.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$47,400.00
	CURRENT TERM TOTAL COST: \$47,400.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Law Office of William G. Worobec	VENDOR #: 12961	DEPT: Circuit Court	DEPT CONTACT NAME: Katherine Thompson
VENDOR CONTACT: William G. Worobec	VENDOR CONTACT PHONE: 630-665-3400	DEPT CONTACT PHONE #: 630-407-8788	DEPT CONTACT EMAIL: Katherine.Thompson@18thjudicial.org
VENDOR CONTACT EMAIL: William.Worobec@yahoo.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional services as a conflict attorney appointed to represent defendants by the court in cases where Public Defender has a conflict and in cases under the Sexually Violent Persons Commitment Act for the period of December 1, 2023 through November 30, 2024.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Conflict attorney assigned to represent defendants in Sexually Violent Persons as well as criminal matters in cases where the County Public Defender may not represent a party, including appeals in these matters.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

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

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<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: Law Office of William G. Worobec	Vendor#: 12961	Dept: Circuit Court	Division:
Attn: William G. Worobec	Email: William.Worobec@yahoo.com	Attn: Katherine Thompson	Email: Katherine.Thompson@18thjudicial.org
Address: 207 Reber Street, Suite 201	City: Wheaton	Address: 505 N. County Farm Rd. Room 2015	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630-665-3400	Fax: 630-260-0040	Phone: 630-407-8788	Fax: 630-407-8836
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: (same as above)	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec. 1, 2023	Contract End Date (PO25): Nov 30, 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	Service	Legal services for SVP and conflict cases	FY24	1000	5900	53030		47,400.00	47,400.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 47,400.00

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

## **AGREEMENT**

This AGREEMENT ("Agreement") is effective as of the 1<sup>st</sup> day of December, 2023, and is entered into by and between the Eighteenth Judicial Circuit Court of DuPage County, ("COURT"), and William G. Worobec, ("ATTORNEY") an attorney licensed to practice law in the State of Illinois.

## **RECITALS**

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

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

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

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing December 1, 2023 through November 30, 2024, unless terminated sooner as provided herein.
3. **Scope of Services:** Attorney agrees to provide representation to defendants in Sexually Violent Persons and Sexually Dangerous Person matters as well as criminal matters in cases where the DuPage County Public Defender may not represent a party, including appeals in these matters. The Court may, from time to time, request changes in the scope of services. Any such changes shall be documented by an amendment to this Agreement in accordance with State and County laws.
4. **Compensation and Payment:** Compensation for Services during the initial term shall not exceed \$46,200.00 payable in monthly payments upon presentation of an invoice. Reimbursement for incurred expenditures shall not exceed \$1,200.00. Compensation shall be based on actual Services performed during the Term of this Agreement and the Court shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Court shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Court be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Attorney shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Court. The Court will process payment in its normal course of business.
5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Court for performance under this Agreement, the Court shall notify Attorney and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall

the Court be liable to the Attorney for any amount in excess of the current appropriated amount.

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

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

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

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

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

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

9.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

9.2 **Compliance with Laws.** Attorney is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Attorney is and shall remain in compliance with all Court policies and rules, including, but not limited to, criminal background checks.

9.3 **Good Standing.** Attorney is not in default and has not been deemed by the Court to be in default under any other Agreement with the Court during the five (5) year period immediately preceding the effective date of this Agreement.

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

**IF TO THE COURT:**

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

**IF TO THE ATTORNEY:** William G. Worobec

Attorney at Law  
207 Reber St. Suite 201  
Wheaton, IL 60187

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

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

**EIGHTEENTH JUDICIAL CIRCUIT  
COURT**

Signature on file

By: Chief Judge Kenneth L. Popejoy

Date: 11/3/2023

**ATTORNEY**

Signature on file

By: William G. Worobec

Date: 10/26/23





## Required Vendor Ethics Disclosure Statement

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

Date: Nov 1, 2023

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

Company Name: Law Office of William G. Worobec, PC	Company Contact: William G. Worobec
Contact Phone: 630-665-3400	Contact Email: william.worobec@yahoo.com

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Citizens to Elect Sam Tornatore	Law Office of William G. Worobec, PC	Cash (check)	\$250.00	Sep 7, 2022
Citizens to Elect Judge Kavita Athanakar	Law Office of William G. Worobec, PC	Cash (check)	\$1,000.00	Oct 19, 2022
Citizens to Elect Judge Christine Cody	Law Office of William G. Worobec, PC	Cash (check)	\$100.00	Sep 28, 2023
Citizens to Elect Sam Tornatore	Law Office of William G. Worobec, PC	Cash (check)	\$200.00	Oct 4, 2023

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on file  
Printed Name William G. Worobec  
Title Attorney  
Date Nov 1, 2023



---

**File #:** JPS-P-0071-23

**Agenda Date:** 11/21/2023

**Agenda #:** 6.C.

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

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to DuPage County Health Department, to provide services to mentally ill clients who are on probation, for the period of December 1, 2023 through November 30, 2024, for the Department of Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide mental health case management services to mentally ill clients who are on probation, for the period of December 1, 2023 through November 30, 2024, for Department of Probation and Court Services, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to DuPage County Health Department, 111 North County Farm Road, Wheaton, Illinois 60187, for a contract total amount of \$208,000.

Enacted and approved this 28th day of November, 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 #: JPS-P-0071-23	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$208,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/14/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$208,000.00
	CURRENT TERM TOTAL COST: \$208,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: DuPage County Health Department	VENDOR #: 19161	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald
VENDOR CONTACT: Adam Forker	VENDOR CONTACT PHONE: 630-221-7419	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupageco.org
VENDOR CONTACT EMAIL: Adam.Forker@dupagehealth.org	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DuPage County Health Department provides mental health case management to mentally ill clients that are sentenced to Probation's SNAP and MICAP programs. The Department of Probation has worked successfully with the DuPage County Health Department for several years.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Mental health services are needed to assist probationers who are mentally ill by providing services for housing, food, transportation and other basic necessities that enable the mentally ill probationers to live successfully in the community.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: DuPage County Health Dept	Vendor#: 19161	Dept: Probation and Court Services	Division: Finance
Attn: Adam Forker	Email: Adam.Forker@dupagehealth.org	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 111 N. County Farm Road	City: Wheaton	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60187	State: Wheaton	Zip: 60187
Phone: 630-221-7419	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: DuPage County Health Dept	Vendor#: 19161	Dept: Probation and Court Services	Division: Finance
Attn: Adam Forker	Email: Adam.Forker@dupagehealth.org	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 111 N. County Farm Road	City: Wheaton	Address: 503 N County Farm Road	City: Wheaton
State: IL	Zip: 60187	State: Illinois	Zip: 60187
Phone: 630-221-7419	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 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		SNAP (Special Needs Advocacy Program) Mental Health Assessment and Services	FY24	1400	6120	53830		140,000.00	140,000.00
2	1	EA		MICAP (Mental Illness Court Alternative Program) Mental Health Assessment and Services	FY24	1400	5940	53830		68,000.00	68,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 208,000.00

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

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

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

This Agreement by and between the DuPage County Health Department, a certified local health department pursuant to Illinois law, (hereinafter referred to as the Health Department) and the Department of Probation and Court Services of the 18<sup>th</sup> Judicial Circuit (Probation Department) is entered this 1<sup>st</sup> day of December, 2023.

RECITALS

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

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

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

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

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

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

ARTICLE I. SERVICES.

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

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

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

## ARTICLE II. PROBLEM RESOLUTION

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

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

## ARTICLE III. SERVICE AGREEMENT REVIEW

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

## ARTICLE IV. COMPENSATION

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

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

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

## ARTICLE V. TERM AND TERMINATION OF AGREEMENT

- 5.1 Term. This Agreement will be effective from December 1, 2023 through November 30, 2024.
- 5.2 Termination. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days' notice. In addition, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for 15 days after receipt by the breaching party of written notice of such breach from non-breaching party.
- 5.3 Effect of Termination.
  - 5.3.a In the event of termination, as of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination or arising as a result of any breach of this Agreement or related to paragraphs b and c of this section.
  - 5.3.b Except as provided in paragraph c of this section, upon termination of this Agreement, for any reason, the Probation Department shall return or destroy all Protected Health Information received from the Health Department or created or received by the Probation Department on behalf of the Health Department that is in possession of subcontractors or agents of the Probation Department. The Probation Department, its subcontractors and its agents shall retain no copies of the Protected Health Information.
  - 5.3.c In the event that the Probation Department determines that returning or destroying the Protected Health Information is infeasible, the Probation Department shall provide to the Health Department notification by mail of the conditions that make return or destruction infeasible within 15 business days. The Probation Department shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Probation Department maintains such Protected Health Information.



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

## ARTICLE VI. GENERAL PROVISIONS

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

If to the Probation Department:

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

If to the Health Department:

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

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

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

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

For the Health Department:

Signature on file

Adam Forker  
Executive Director

Date

11/8/23

For the Probation Department:

Signature on file

Robert McEllin  
Director

Date

11/8/23

## **Exhibit A**

### **SCOPE OF SERVICES**

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

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

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

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

## Exhibit B

## SCOPE OF SERVICES

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

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

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

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

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

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

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

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



# Required Vendor Ethics Disclosure Statement

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

Date: Nov 1, 2023

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

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

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

- 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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on file

Printed Name

Adam Forker

Title

Executive Director

Date

Nov 1, 2023

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





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**File #:** JPS-P-0072-23

**Agenda Date:** 11/21/2023

**Agenda #:** 6.D.

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RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS, THE SHERIFF OF DU PAGE, ILLINOIS AND  
FORTRESS PLUS SOLUTIONS, LLC FOR LEASE OF FACILITY SPACE

WHEREAS, the County of DuPage, of the State of Illinois (hereinafter "County") is a county of the State of Illinois and a duly constituted public agency of the State of Illinois, and;

WHEREAS, the DuPage County Board wishes to ensure a safe community for all residents and visitors of DuPage; and

WHEREAS, the County, from time to time, has procured various vehicles and equipment pursuant to its procurement Ordinance and its duties under 55 ILCS 5/3-6018 for use by the DuPage County Sheriff ("Sheriff") to perform his duties; and

WHEREAS, the County and the Sheriff have determined that a need exists for a secure, indoor, storage facility to keep various vehicles and equipment outside of the elements; and

WHEREAS, the Sheriff has determined the location, stipulated in the attached lease, will meet the needs of the Sheriff's Office and the County; and

WHEREAS, the County and Sheriff have determined that leasing said space is an acceptable alternative to building a new facility; and

WHEREAS, the lease term shall be in effect commencing, approximately, December 1, 2023 and expiring November 30, 2028; and

WHEREAS, rent for the facility will be \$24,916 a month in year one (2024), \$25,601.88 in year two (2025), \$26,305.93 in year three (2026), \$27,029.34 in year four (2027), and \$27,772.65 in year five (2028).

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of DuPage that the County Board Chair and the County Clerk are hereby authorized and directed to execute on behalf of the County of DuPage the attached lease of office space for use by the DuPage County Sheriff's Office.

BE IT FURTHER RESOLVED, that certified copies of this resolution along with copies of the lease, be transmitted by the County Clerk to the DuPage County Sheriff and Fortress Plus Solutions, LLC, P.O. Box 414, Western Springs, IL 60558.

Enacted and approved this 28<sup>th</sup> day of November 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#: JPS-P-0072-23	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$1,579,509.60
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/21/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,579,509.60
	CURRENT TERM TOTAL COST: \$1,579,509.60	MAX LENGTH WITH ALL RENEWALS: FIVE YEARS*	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Fortress Plus Solutions, LLC	VENDOR #:	DEPT: Sheriff	DEPT CONTACT NAME: Dan Bilodeau
VENDOR CONTACT: Mike Gillespie	VENDOR CONTACT PHONE: 773-805-8200	DEPT CONTACT PHONE #: 630-407-2402	DEPT CONTACT EMAIL: dan.bilodeau@dupagesheriff.org
VENDOR CONTACT EMAIL:	VENDOR WEBSITE: www.fortressplussolutions.com	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.). Execution of the lease for a secured storage facility for Sheriff's Office owned specialty vehicles that are currently held in various locations including some which are outdoors. Several sites were surveyed but this is the only site that offers 24/7 armed security. Total cost being \$1,579,509.60 for 5 years			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Procurement is necessary to safely and securely store Sheriff's Office specialty vehicles in an indoor facility to protect office assets. This will also house all office assets in one location			

### 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. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. Multiple facilities were surveyed with locations also provided by Choose DuPage; This was the only facility that was easily accessible and provides 24/7 armed security. With housing multiple millions of dollars in sensitive LE equipment, the extra security measures were deemed critical.
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). Execute the Lease or take no action and leave the vehicles sporadically located with some of them being stored outdoors.

## 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: Fortress Plus Solutions, LLC	Vendor#:	Dept: Sheriff	Division: Budget
Attn: Mike Gillespie	Email: mike@gillespieautogroup.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: PO Box 414	City: Western Springs	Address: 501 N County Farm Rd	City: Wheaton
State: IL	Zip: 60558	State: IL	Zip: 60187
Phone: 312-287-6600	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Fortress Plus Solutions, LLC	Vendor#:	Dept: N/A	Division:
Attn: Mike Gillespie	Email: mike@gillespieautogroup.com	Attn:	Email:
Address: PO Box 414	City: Western Springs	Address:	City:
State: IL	Zip: 60558	State:	Zip:
Phone: 312-287-6600	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 2028
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	12	EA		Year 1 Lease	FY24	1000	4400	53400		24,916.00	298,992.00
2	12	EA		Year 2 Lease	FY25	1000	4400	53400		25,601.88	307,222.56
3	12	EA		Year 3 Lease	FY26	1000	4400	53400		26,305.93	315,671.16
4	12	EA		Year 4 Lease	FY27	1000	4400	53400		27,029.34	324,352.08
5	12	EA		Year 5 Lease	FY28	1000	4400	53400		27,772.65	333,271.80
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 1,579,509.60

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

**FACILITY LEASE AGREEMENT**

**BETWEEN**

**FORTRESS PLUS SOLUTIONS, LLC  
("LANDLORD")**

**AND**

**COUNTY OF DuPAGE and DuPAGE COUNTY SHERIFF'S OFFICE  
(collectively, "TENANT")**

## **FACILITY LEASE AGREEMENT**

**THIS FACILITY LEASE AGREEMENT** (“*Lease*”), dated December 1, 2023 (“*Effective Date*”), is entered into by and between FORTRESS PLUS SOLUTIONS, LLC, an Illinois Limited Liability Company (“*Landlord*”), and COUNTY OF DuPAGE and DuPAGE COUNTY SHERIFF’S OFFICE (*collectively*, “*Tenant*”).

**NOW, THEREFORE**, it is mutually agreed as follows:

- I. Premises Subject to Lease; No Mail; Security. Landlord hereby lets to Tenant, and Tenant hereby hires and leases from Landlord, the “Premises”:: The northerly portion of a building commonly referred to as “Suite 409” and containing approximately 11,317 rentable square feet, as determined by Landlord, and depicted on Exhibit A and identified by address on Exhibit B. Tenant acknowledges and agrees that no mail, post or package deliveries of any kind shall be delivered to the Premises. All mail, post, packages, and other deliveries directed to Tenant shall be sent or delivered to an off-site P.O. Box or Tenant’s business address. Landlord shall provide 24 hour on-site security, monitoring, functioning cameras and operational sprinklers at the building in which the Premises are located.
- II. Rent. Tenant agrees to pay to Landlord Rent in accordance with the provisions of this Section.
  - A. Rent. Tenant shall pay to Landlord a -monthly rent (“*Rent*”) during the Term of this Lease as follows:
    - i. December 1, 2023 through November 30, 2024: Twenty-Four Thousand Nine Hundred Sixteen Dollars (\$24,916) per month;
    - ii. December 1, 2024 through November 30, 2025: Twenty-Five Thousand Six Hundred One and 88/100 Dollars (\$25,601.88) per month;
    - iii. December 1, 2025 through November 30, 2026: Twenty-Six Thousand Three Hundred Five and 93/100 Dollars (\$26,305.93) per month;
    - iv. December 1, 2026 through November 30, 2027: Twenty-Seven Thousand Twenty-Nine and 34/100 Dollars (\$27,029.34) per month; and
    - v. December 1, 2027 through November 30, 2028: Twenty-Seven Thousand Seven Hundred Seventy-Two and 65/100 Dollars (\$27,772.65) per month.
  - B. Original invoices shall be presented for payment at least 29 days prior to the payment date listed in Section II.A(vi) above. The County shall pay all invoices pursuant to 50 ILCS 505, “Local Government Prompt Payment Act. Payment will not be made on invoices submitted later than six-months (180 days) after the month billed for occupancy and any statute of limitations to the contrary is hereby waived. Pursuant to the Act, interest on any amount(s) due and owing shall be 1% per month. Neither this provision, nor Landlord’s receipt and acceptance of any late penalty fee, shall be deemed a waiver of Landlord’s right to receipt of Rent 30 days after it is invoiced thereafter, as required by this Lease.

- C. Payment of Rent. Rent shall be paid to Landlord at Landlord's address set forth below, or at such place and to such person or entity as Landlord from time to time may designate by thirty (30) days' notice to Tenant, without demand, counterclaim, setoff, deduction, or defense, and without abatement, suspension, deferment, diminution, or reduction for any reason whatsoever, except as otherwise specifically provided.
- III. Lease Term. Landlord and Tenant agree that Tenant shall have the right to use and to occupy the Premises during the times provided in this Section:
- A. Initial Term. The Initial Term of the Lease shall commence on December 1, 2023 ("*Commencement Date*"). The Lease shall terminate on November 30, 2028 ("*Termination Date*").
- B. Vacation of Premises. On the Termination Date, Tenant shall remove its goods and effects and peacefully surrender possession of the Premises to Landlord in the order and condition required by the provisions of this Lease.
- IV. Intentionally deleted.
- V. Intentionally deleted.
- VI. Intentionally deleted.
- VII. Authorized Use. Tenant shall use and occupy the Premises only for, or in connection with, the storage of law enforcement vehicles and any lawful purposes related or ancillary thereto. Tenant shall not perform any maintenance or repair of any vehicles in the Premises or permit any unlawful occupation, business, or trade to be conducted on the Premises or any part thereof. Access to the Premises shall be available 24 hours per day, 365 days per year subject to express written authorization of the DuPage County Sheriff. Tenant shall not breach or suffer the breach of any condition, agreement, or restriction, either recorded or of which Tenant has knowledge, affecting the Premises or the use of the same. Landlord must be notified of any changes in personnel who are/were authorized to access the Premises by Tenant and if any authorized personnel is terminated, reassigned, or the status of that personnel has changed. Tenant shall notify Landlord within seven (7) business days.
- VIII. Insurance.
- Liability Insurance. Tenant shall maintain at all times during the Term of this Lease self-insurance regarding (i) public liability and automobile liability insurance in the minimum amount of Two Million and 00/100ths Dollars (\$2,000,000.00) single limit, Three Million and 00/100ths Dollars (\$3,000,000.00) in the aggregate limit, coverage for damage to property with a limit not less than One Hundred Thousand and 00/100ths Dollars (\$100,000.00), (ii) workman's compensation and employer liability coverage, and (iii) other any insurance as required by Federal or State of Illinois laws or regulations. The Tenant's program of insurance and/or self-insurance shall be funded



and administered in a manner reasonable for an organization such as Tenant. Said program of insurance and/or self-insurance shall provide for at least thirty (30) days' notice to Landlord before cancellation.

- A. Certificates of Insurance. Copies of certificates of self-insurance insurance shall be delivered to Landlord at the commencement of this Lease and at each renewal, extension, modification, or change in Tenants program of insurance and/or self-insurance.
- B. Failure of the Tenant to maintain all insurance policies or self-insurance and coverage amounts this Lease shall constitute a material breach of this Lease and shall be cause for termination by Landlord of same.

IX. Repair, Restoration, and Rebuilding.

- A. Tenant's Duty to Restore. Tenant covenants and agrees that in case of damage to, or unauthorized Improvements on the Premises caused by Tenant, it will promptly, at its sole cost and expense, repair, restore, and rebuild the Premises to its condition immediately prior to such damage or unauthorized improvement (assuming all Tenant's maintenance and repair obligations of this Lease had been fully complied with). Tenant's duty to restore does not include destruction or damages caused by events and/or circumstances beyond the Tenant's reasonable control, or by the actions of third-parties, including but not limited to trespass, vandalism, theft, wildfires, rain, wind, ice, and any/all Acts of God; nor shall Tenant have any obligation to repair and/or restore damages resulting from Landlord's negligence or willful acts and/or omissions. Such repair, restoration, or rebuilding shall be commenced and completed at times agreed upon by the parties (subject to delays occasioned by fires, explosions, strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions, or similar causes beyond the control of Tenant). .
- B. No Abatement of Rent. No damage or destruction, caused by Tenant, of any or all of the Improvements, shall be taken to entitle Tenant to surrender possession of the Premises or to terminate this Lease, nor shall there be any suspension or abatement of the Basic Rent or Additional Rent provided for herein as a result of such damage or destruction by Tenant.

X. Remedies in Case of Default.

- A. Events of Default. Any one or more of the following events shall constitute an "*Event of Default*":
  - i. Tenant's failure to provide Landlord with proof of insurance coverage, payment therefor, or notice of any cancellation as required by Section VIII;
  - ii. Landlord's failure to guarantee and provide Tenant with access, use, occupancy and quiet enjoyment of the leased property, for the purposes outlined in Part VII above;

- iii. Landlord's failure to provide on-site security, monitoring, functional cameras and operational fire sprinklers, as outlined in Part I above;
  - iv. Tenant's failure to timely pay Landlord Basic Rent, Additional Rent, or any other amount within thirty (30) days of the date on which the payment is invoiced; or
  - v. In the case of any other term or provision of this Lease, either Party's complete or partial failure to perform as required, and such failure shall continue for a period of thirty (30) days after notice has been provided, unless such non-monetary default cannot be cured within 30 days, in which event, so long as the breaching Party has commenced and is diligently pursuing such cure, the non-breaching Party shall allow the other a reasonable time, not to exceed one hundred twenty (120) days, to cure such failure.
- B. Remedies. Upon an Event of Default, and after the expiration of any applicable cure period, either Party, at its option, by written notice to the other, may terminate this Lease and designate a date not less than thirty (30) days from the giving of such notice which shall be the Termination Date. In addition, the Parties shall have the right to any and all other remedies then existing under this Lease, at law, in equity, or by statute, cumulatively.
- C. Tenant's Obligation to Vacate Upon Termination. Upon termination, Tenant shall quit and peacefully surrender its interest in the Premises and Improvements to Landlord. Tenant shall be allowed ample time and opportunity to remove any and all Tenant equipment from the premises.
- D. Re-let of Premises. At any time after such termination of this Lease, Landlord may relet the Premises, or any part thereof, for such term or terms and on such conditions as Landlord, in its reasonable discretion, may determine, and Landlord may collect and receive the rents therefor.
- E. Tenant's Obligation upon Termination. No termination of this Lease shall relieve either Party of its liabilities and obligations under this Lease, and such liabilities and obligations shall survive any such termination.
- XI. Discharge of Lien. In the event that the Premises, or any part thereof, or Tenant's leasehold interest thereon, becomes subject to any vendor's, mechanic's, laborer's, materialman's, or other lien, encumbrance, or charge based upon the furnishing of materials or labor to or at the direction of Tenant, Tenant shall cause the same, at Tenant's sole cost and expense, to be discharged within thirty (30) days after notice thereof to Tenant given by or on behalf of the lienor. In lieu of such discharge, Tenant may contest such lien, provided that Tenant gives Landlord additional security, including, but not limited to, a bond, as Landlord, in its sole discretion, deems satisfactory.

- XII. Maintenance and Repairs. Tenant shall, at its expense, maintain and repair the Premises in accordance with the provisions of this Section. All repairs performed by Tenant shall be done in a good quality workmanlike manner.
- A. Tenant's Repair Obligation Subject to Express Landlord Authorization. Subject to Landlord's express written authorization, Tenant, at its sole expense, shall keep and maintain the Premises and Improvements (including, without limitation, all repairs, maintenance, and/or replacement of walls, floors, ceilings, windows, heating, air conditioning, electrical, water, power, and plumbing systems and equipment, and Tenant Equipment (as defined below) in good working order and repair (including, without limitation, periodic painting, washing, and general refurbishing) and free of accumulations of trash or rubbish. Subject to Landlord's express written authorization, Tenant shall, at its sole expense, make all repairs, replacements, alterations, additions, and betterments as may be necessary and desirable in order to keep and maintain the Premises in working order and repair. If Tenant fails to make any such repairs or replacements after first obtaining Landlord's express written authorization, Landlord may enter the Premises at all reasonable times, with 48 hours-notice to Tenant, to make such repairs, replacements, alterations, improvements, and additions to the Premises and/or Improvements as Landlord shall desire or deem necessary, or as Landlord may be required to do by governmental authority or court order or decree. The costs of Landlord's repairs, replacements, alterations, improvements, and additions to the Premises and/or Improvements shall be Additional Rent, invoiced on the next first (1<sup>st</sup>) of the month and payable 30 days thereafter. Nothing contained herein, however, shall impose or imply any duty on the part of Landlord to make any such repairs or perform any such work.
- B. Compliance with Applicable Laws. Tenant at its sole cost and expense, shall comply with all laws, rules, and regulations of governmental authorities and agencies relating to Tenant's use and occupancy of the Premises, and all orders, rules and regulations relating to Tenant's use and occupancy of the Premises or any part thereof. Tenant shall comply with the requirements of all governmental permits and certificates and maintain public liability, fire, and other insurance policies at any time required by applicable law, rules, or regulations with respect to the Premises.
- C. Assignment of Warranties. Upon termination of the Lease, Tenant shall assign to Landlord all contractors' warranties and guarantees received by Tenant in connection with the performance by Tenant of its obligations under this Lease or of any other work in or upon the Premises.
- XIII. Assignment or Subletting. Tenant shall not, without the prior written consent of Landlord, (i) assign, encumber, or mortgage this Lease or any part thereof, (ii) sublet all or any part of the Premises, or (iii) permit the Premises or any part thereof to be occupied or used by any person or entity other than Tenant. Any such consent given by Landlord in any one instance shall not relieve Tenant of its obligation to obtain the prior consent of Landlord to

any further assignment, encumbrance, mortgage, subletting, occupancy, or use. In the event of any such assignment or sublet, Tenant shall remain liable for the full, faithful, and timely performance of all Tenant obligations hereunder, and all guaranties shall remain in effect.

- XIV. Alterations and Tenant Equipment. Tenant shall make no changes, additions, alterations, or leasehold improvements in or to the Premises or the building in which the Premises are located, without Landlord's express prior written consent. Tenant, at its expense and after first obtaining Landlord's express written consent, may install trade fixtures and equipment (collectively, "*Tenant Equipment*"), subject in all cases to the following:
- A. The installation and removal of Tenant Equipment shall be accomplished in a good and workmanlike manner, without damage to the Premises, Improvements, or any part thereof, and in compliance with all applicable laws and regulations of governmental authorities having jurisdiction including, without limitation, those requiring permits, licenses, and authorization of such governmental authorities;
  - B. The cost of installing and removing Tenant Equipment shall be paid by Tenant so that the Premises at all times shall be free from any lien, mortgage, conditional sales agreement, security interest, title retention agreement, or any charge for labor, services, or material supplied or claimed to have been supplied to the Premises as a result of the installation or removal of Tenant Equipment; and
  - C. Any consent given to Tenant for the installation of any Tenant Equipment shall not relieve Tenant of its obligation to obtain the prior consent of Landlord to the installation of any other Tenant Equipment.
- XV. Removal of Tenant Equipment. At any time during the Term of this Lease, Tenant may remove Tenant Equipment, provided Tenant repairs any damage to the Premises caused by such installation and/or removal. Upon the termination of this Lease, such removal and repair shall be mandatory. All Tenant Equipment not so removed may be removed by Landlord, at Tenant's cost and expense, or may be treated by Landlord as abandoned property and part of the Premises. Should Tenant fail to remove Tenant Equipment prior to the expiration of the Lease Term, Tenant shall pay to Landlord, on demand, the reasonably itemized cost of repairing any damage to the Premises resulting from Landlord's removal of Tenant Equipment or Landlord shall keep the Tenant Equipment at its discretion.
- XVI. Landlord's Access to Premises. Landlord shall have the right, at reasonable times and on reasonable notice (at least forty-eight (48) hours, which notice need not be in writing, (i) to show the Premises at any time during the term of this Lease to any prospective purchasers, mortgagees, or lessees, and (ii) to enter upon the Premises, or any part thereof, for the purpose of ascertaining the condition of the Premises or whether Tenant is observing and performing the obligations assumed by it under this Lease, all without hindrance or obstruction from Tenant.

XVII. Condemnation.

- A. Definitions. The term “*Taking*” shall mean a taking during the Term of the Lease of all or part of the Premises as a result of condemnation or by agreement between Landlord and the condemning authority. The term “*Date of Taking*” shall mean the date on which title is vested in the condemning authority.
- B. Total Condemnation. In the event of a Taking of the whole of the Premises, this Lease shall terminate on the Date of Taking as if such date were the Termination Date.
- C. Partial Condemnation. In the event of a Taking of less than all the Premises, this Lease shall remain in full force and effect with respect to the part of the Premises not the subject of the Taking. Basic Rent and Additional Rent shall abate in proportion to the reduction in value of the Premises.
- D. Condemnation Award. Landlord shall be entitled to receive the entire award for any Taking, and Tenant hereby assigns to Landlord all its right, title, and interest in and to such award, except any damages/award resulting from the loss of value of any Tenant Equipment, Tenant’s leasehold interest, and any and all of Tenant’s expenses which may be compensable as a result of the Taking. Nothing contained in this Section shall be deemed to prevent Landlord from settling any threatened or filed condemnation proceeding.
- E. Landlord’s Grant of Title or Easements. From time to time during the Lease, Landlord may convey title to, or grant easements in, portions of the land included in the Premises to governmental authorities or utility companies for road widening, curb rounding and water, sewer, electrical, communication, and other utility lines. Any such conveyance or grant shall not be deemed a Taking.
- F. Mortgages. Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord’s interest in the Premises and on the Improvements. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant shall nevertheless execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be reasonably requested by the mortgagee.

XVIII. Environmental Compliance. At all times during the Term of this Lease, Tenant shall use and occupy the Premises and shall conduct its business in compliance with all applicable environmental ordinances, laws, or regulations of any governmental unit having jurisdiction over the Premises and/or the use and occupancy thereof. Tenant shall not permit the storage of any toxic and/or hazardous material, including, without limitation, asbestos, PCB, pesticides, gasoline, oil and oil wastes, herbicides, and any other materials

deemed toxic by the Illinois or United States Environmental Protection Agency in, on or around the Premises, except as required to operate its business.

A. Definitions.

- i. The term “*Environmental Laws*” shall mean and include, without limitation, any federal, state, or local law, statute, regulation, or ordinance pertaining to health, industrial hygiene, or the environmental or ecological conditions, on, under or about the Premises, including, without limitation, each of the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“*CERCLA*”), 42 U.S.C. sec. 9601, et seq.; the Resource Conservation and Recovery Act of 1976, as amended (“*RCRA*”), 42 U.S.C. sec. 6901, et seq.; the Clean Air Act, as amended, 42 U.S.C. sec. 7401, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. sec. 1251, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. sec. 2601, et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. sec. 11001, et seq.; the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. sec. 651, et seq.; the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. sec. 300(f), et seq.; and the rules, regulations, and ordinances of the U.S. Environmental Protection Agency, Illinois Environmental Protection Agency, the State of Illinois, DuPage County, the Village of Burr Ridge, and all other agencies, boards, commissions, and other governmental bodies and agencies having jurisdiction over the Premises or the use, operation, or occupancy thereof.
- ii. The term “*Hazardous Substance*” shall mean any substance which is toxic, ignitable, reactive, or corrosive, and includes, without limitation:
  - a) those substances which are or become included within the definitions of “hazardous substances,” “hazardous material,” “toxic substances,” or “solid waste” in any of CERCLA, RCRA, the Clean Air Act, the Illinois Environmental Protection Act, and the Hazardous Materials Transportation Act (49 U.S.C.A. sec. 1801, et seq.), and in regulations promulgated pursuant thereto;
  - b) those substances which are or become listed in the U.S. Department of Transportation Table or amendments thereto (49 CFR sec. 172.101 (1988) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances;
  - c) those other substances, materials, and wastes which are or become regulated under any applicable federal, state, or local law, regulation or ordinance, or by any federal, state, or local governmental agency, board, commission, or other governmental body, or which are or become classified as hazardous or toxic by any such law, regulation or ordinance (including, without limitation, petroleum, petroleum by-products, petroleum derivatives and any and all other hydrocarbons); and

- d) any material, waste or substance which is any of the following: a) asbestos; b) polychlorinated biphenyls; c) designated or listed as a “*hazardous substance*” pursuant to §1321(14) of the Clean Water Act; d) explosive; or e) radioactive.

iii. Tenant shall not have any liability under this Section for Hazardous Substances that were located on the Premises prior to the date of Tenant’s occupancy of the Premises. However, a rebuttable presumption will be inferred if Hazardous Substances are located on the Premises during or after the Term of this Lease.

XIX. Notices. All notices, consents, approvals, requests, and other communications (collectively, the “*Notices*”) required or permitted under this Lease shall be given in writing and (1) mailed via first class certified mail, or (2) mailed via overnight courier and addressed as follows:

If to Landlord:           Fortress Plus Solutions, LLC  
                                  P.O. Box 414  
                                  Western Springs, IL 60558

and                           Fortress Plus Solutions, LLC  
                                  18834 W Grand Ave  
                                  Lake Villa, IL 60046

If to Tenant:             DuPage County Chair Deborah A. Conroy  
                                  The County of DuPage  
                                  421 N. County Farm Rd.  
                                  Wheaton, IL 60187

                                  Sheriff James Mendrick  
                                  DuPage County Sheriff’s Office  
                                  501 N. County Farm Rd  
                                  Wheaton, IL 60187

**XX. CONDITION OF PROPERTY “AS-IS”. TENANT HAS BEEN ADVISED BY LANDLORD TO OBTAIN A PROFESSIONAL INSPECTION OF THE PREMISES. TENANT HAS HAD THE RIGHT TO MAKE ANY AND ALL INSPECTIONS. THE LANDLORD WILL NOT PAY FOR ANY REPAIRS, CORRECTIONS, OR REPLACEMENTS, IRRESPECTIVE OF THE RESULTS OF ANY INSPECTION CONDUCTED BY TENANT OR ANY OTHER PARTY. TENANT IS FAMILIAR WITH THE CONDITION OF THE PREMISES. TENANT AGREES TO AND SHALL ACCEPT THE PREMISES, AND ANY AND ALL SYSTEMS AND EQUIPMENT SERVING THE PREMISES, AND ITS ENVIRONMENTAL CONDITION, IN AN “AS IS” CONDITION”, WITHOUT ANY AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, OR**

**OBLIGATIONS ON THE PART OF LANDLORD TO PERFORM ANY ALTERATIONS, REPAIRS, OR IMPROVEMENTS, OR ANY OTHER KIND OR NATURE REGARDING THE CONDITION OF THE PREMISES. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES, OR THE SYSTEMS AND EQUIPMENT ON THE PREMISES. LANDLORD SHALL FURNISH TO TENANT ANY INSPECTIONS IT HAS MADE OF THE PREMISES OR ANY INSPECTIONS IT HAS IN ITS POSSESSION AT THE TIME OF SIGNING.**

XXIV. Miscellaneous.

- A. Entire Agreement. This Lease contains the entire agreement between the Parties with respect to the transactions contemplated herein.
- B. Waiver. Landlord's failure to insist upon Tenant's strict performance of any of the covenants or agreements of this Lease shall not be deemed a waiver of any of Landlord's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Tenant in any of the covenants or agreements of this Lease.
- C. Amendment. This Lease may be amended, altered, or revoked at any time, in whole or in part, by filing with this Lease a written instrument setting forth such changes signed by all of the parties hereto.
- D. Binding Effect. This Lease shall be binding on the parties hereto, and their respective successors, assigns, heirs, and legal representatives.
- E. Headings. Headings contained in this Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease.
- F. Governing Law. This instrument shall be governed by, and construed in accordance with, the laws of the State of Illinois.
- G. Severability. Each Section of this Lease and each sentence, clause, or phrase contained in each Section shall be considered severable and if, for any reason, any Section or sentence, clause, or phrase is determined to be invalid or unenforceable, that portion of this Lease determined to be invalid or unenforceable shall be removed or reformed, so that such invalidity or unenforceability shall not impair the operation of or affect that portion of this Lease which is valid.
- H. Arbitration. This Lease has been made, executed and delivered in Cook County, Illinois. In the event of any dispute arising out of or in any way related to this Lease, the Parties agree to resolve the dispute first via formal mediation through ADR Systems in Chicago, Illinois. and if mediation is not successful, then binding arbitration before a single arbitrator at ADR Systems in Chicago, Illinois. The cost of mediation or



arbitration shall be borne equally by the Parties. Each party shall bear its own costs and fees.

- I. Use and Enjoyment. Except as otherwise provided in this Lease, Landlord covenants and agrees that Landlord, its agents, and employees shall not knowingly or intentionally interfere in any way or manner whatsoever with Tenant's use and enjoyment of the Premises in accordance with the covenants and agreements of this Lease.
- J. Remedies Cumulative. Each right, power, and remedy of either Party provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Lease or now or hereafter existing at law, in equity, by statute, or otherwise, and the exercise by either Party of any one or more of such rights, powers or remedies shall not preclude the concurrent or later exercise of any or all other rights, powers or remedies.

**IN WITNESS WHEREOF**, the Parties have executed this Facility Lease Agreement the day and year first above written.

Landlord: Fortress Plus Solutions

Tenant: The County of DuPage

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

By: \_\_\_\_\_  
Deborah A. Conroy

Its: Manager \_\_\_\_\_

DuPage County Board Chair

Tenant: DuPage County Sheriff's Office

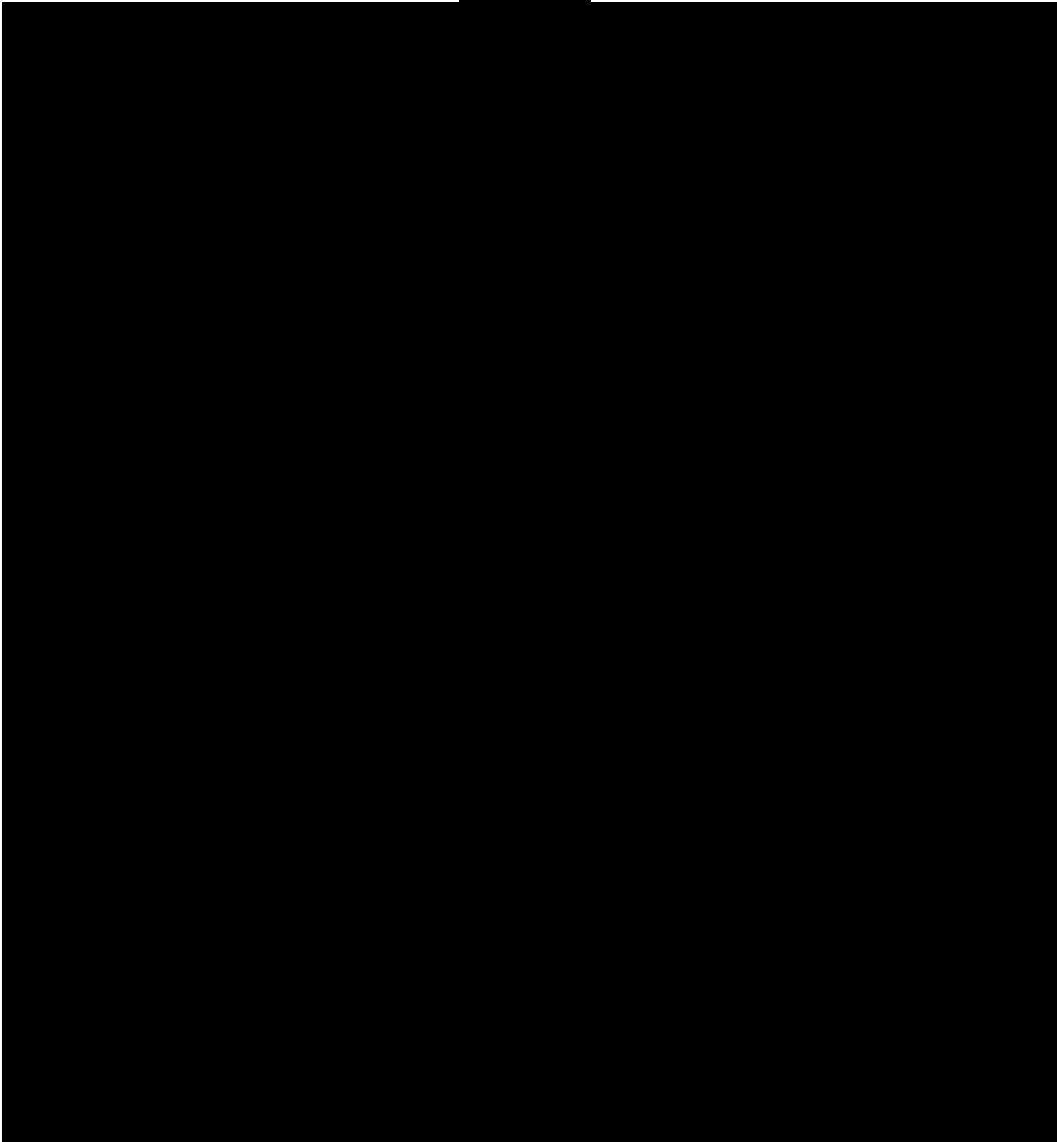
By: \_\_\_\_\_  
Sheriff James Mendrick

Sheriff of DuPage County

# EXHIBIT A



**EXHIBIT B**



## **KEY RIDER**

**THIS KEY RIDER TO FACILITY LEASE AGREEMENT** (“*Lease*”), dated December 1, 2023 (“*Effective Date*”), is entered into by and between FORTRESS PLUS SOLUTIONS, LLC, an Illinois Limited Liability Company (“*Landlord*”), and COUNTY OF DuPAGE and DuPAGE COUNTY SHERIFF’S OFFICE (*collectively*, “*Tenant*”), (*Landlord and Tenant, each a “Party” and collectively, “the Parties”*).

**NOW, THEREFORE**, it is mutually agreed as follows:

1. Tenant hereby appoints Daniel Bilodeau, Deputy Chief, DuPage County Sheriff, as the person who shall manage Tenant’s keys and access to the Premises (“*Key Supervisor*”). Landlord hereby appoints Hailey Gillespie (Hailey@fortressplussolutions.com) as the point of contact for Landlord.
2. The Key Supervisor shall provide Landlord with a list of the names, titles, and contact information for each Tenant employee, agent, or authorized person who shall have access to the Premises.
3. The Key Supervisor shall provide Landlord with immediate written notice of any changes in Tenant employees, agents, or authorized persons who shall have access to the Premises. The Parties agree that the “in writing” requirement shall be satisfied by electronic mail to the Parties’ designees above. If Tenant intends to immediately terminate an individual’s access, Tenant will contact Landlord immediately via telephone and in writing. In such case, Landlord will immediately terminate the specified individual’s access once notified.
4. The Key Supervisor shall provide Landlord with regular written updates, but in no event less than every sixty (60) days, confirming the names, titles, and contact information for each Tenant employee or agent who at that time has access to the Premises and any individuals who previously had access to the Premises, but whose access has been barred. Nothing in this paragraph will prevent Tenant from immediately terminating an individual’s access as discussed above.
5. Tenant shall be responsible for reimbursing Landlord for any lost, stolen, or destroyed keys and for any costs incurred by Landlord to re-key locks, re-program electronic locks or entry systems, and/or re-issue keys resulting from the loss, theft, or destruction of a Tenant’s key.
6. Failure to comply with this Key Rider shall constitute a material breach of the Lease.

Landlord: Fortress Plus Solutions

Tenant: The County of DuPage

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

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

Deborah A. Conroy  
DuPage County Board Chair

Its: Manager\_\_\_\_\_

Tenant: DuPage County Sheriff's Office

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

Sheriff James Mendrick  
Sheriff of DuPage County



## Required Vendor Ethics Disclosure Statement

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

Date: 11-14-23

Bid/Contract/PO #:

Company Name: <u>Fortress Plus Solutions LLC</u>	Company Contact: <u>Michael Gillespie</u>
Contact Phone: <u>773-805-8200</u>	Contact Email: <u>mike@gillespieautogroup.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

[Redacted Signature]

Printed Name

Michael Gillespie

Title

Managing Partner

Date

11-14-2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page \_\_\_\_\_ of \_\_\_\_\_ (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 #:** 23-3735

**Agenda Date:** 11/21/2023

**Agenda #:** 6.E.

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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#: 23-3735	RFP, BID, QUOTE OR RENEWAL #: 23-137-SHF	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$15,165.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/21/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$15,165.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
Vendor Information		Department Information	
VENDOR: PerkinElmer U.S. LLC.	VENDOR #:	DEPT: Sheriff's Office - Crime lab	DEPT CONTACT NAME: Jillian Baker
VENDOR CONTACT: Doug Sterner	VENDOR CONTACT PHONE: 815-668-2068	DEPT CONTACT PHONE #: 630-407-2103	DEPT CONTACT EMAIL: jillian.baker@dupagesheriff.org
VENDOR CONTACT EMAIL: doug.sterner@perkinelmer.com	VENDOR WEBSITE: <a href="https://www.perkinelmer.com/">https://www.perkinelmer.com/</a>	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.). Purchase and installation of a new Ultraviolet-Visible Spectrophotometer (UV-Vis) instrument in the chemistry section of the Sheriff's Crime Laboratory. Total cost is \$15,165.00 with 2022 Coverdell Grant Funds to be used. County Procurement Department assisted with RFQ.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The UV-Vis is used in the chemistry section of the crime laboratory to rapidly detect and support the identification of controlled substances in seized drug evidence. The laboratory's current UV-Vis instrument is 27 years old and cannot be supported. This UV-Vis purchase will ensure continuity of services.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).



## 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: PerkinElmer U.S., LLC.	Vendor#:	Dept: Sheriff's Office	Division: Budget Support
Attn: Doug Sterner/Angela Marino	Email: usinstrumentorders.aes@perkinelmer.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 710 Bridgeport Avenue	City: Shelton	Address: 501 N. County Farm Road	City: Wheaton
State: CT	Zip: 06484-4794	State: IL	Zip: 60187
Phone: 855-726-9377	Fax: 203-266-1072	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: PerkinElmer U.S., LLC.	Vendor#:	Dept: DuPage County Sheriff's Office	Division: Crime Laboratory
Attn:	Email: usinstrumentorders.aes@perkinelmer.com	Attn: Jillian Baker	Email: jillian.baker@dupagesheriff.org
Address: 710 Bridgeport Avenue	City: Shelton	Address: 501 N. County Farm Road	City: Wheaton
State: CT	Zip: 06484-4794	State: IL	Zip: 60187
Phone: 855-726-9377	Fax: 203-266-1072	Phone: 630-407-2103	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 21, 2023	Contract End Date (PO25): Nov 20, 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		Lambda 465 UV-Vis Spectrophotometer	FY23	5000	4520	54110	722503	15,165.00	15,165.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 15,165.00

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



## Required Vendor Ethics Disclosure Statement

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

Date: Nov 8, 2023

Bid/Contract/PO #: 23-137-SHF

Company Name: PerkinElmer U.S. LLC	Company Contact: Julia Hamilton
Contact Phone: 855-726-9377	Contact Email: Contractsshellon AES@PERKINELMER.COM

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

[Redacted Signature]

Printed Name

Julia Hamilton

Title

Manager Contracts Administration

Date

November 8, 2023

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

## PRICE

Any quantities shown are estimated only and are provided for bid canvassing purposes. Contractor shall ship F.O.B Destination to the DuPage County Sheriff's Office located at 501 N. County Farm Road, Wheaton, IL 60187.

NO.	ITEM	UOM	QTY	EXTENDED PRICE
1	UV-Vis Spectrophotometer	EA	1	\$ 15,165.00
<b>GRAND TOTAL</b> Fifteen thousand one hundred sixty-fifth dollars (In words)				

Please refer to Quotation 23210941 for further details.

Bid in accordance with exceptions as on attached Exception Letter.

**QUOTE SIGNATURE PAGE**  
**UV-Vis SPECTROPHOTOMETER 23-137-SHF**

**X** \_\_\_\_\_ Julia Hamilton, Manager Contracts Administration  
(Signature and Title)

November 8, 2023  
(Date)

QUOTATION MUST BE SIGNED FOR CONSIDERATION

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Business Name of Bidder	PerkinElmer U.S. LLC
Main Business Address	710 Bridgeport Avenue
City, State, Zip Code	Shelton, CT 06484-4794
Telephone Number	855-726-9377
Email Address	usinstrumentorders.aes@perkinelmer.com
Bid Contact Person	Doug Sterner      doug.sterner@perkinelmer.com



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
UV-Vis SPECTROPHOTOMETER 23-137-SHF  
QUOTE TABULATION

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✓

				PerkinElmer	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	UV-Vis SPECTROPHOTOMETER	EA	1	\$ 15,165.00	\$ 15,165.00
GRAND TOTAL					\$ 15,165.00

NOTES
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Quote Opening 11/09/2023 @ 4:00 PM	RJ, NE
Invitations Sent	5
Total Vendors Requesting Documents	0
Total Bid Responses	1



## Finance Resolution

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

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**File #:** FI-R-0267-23

**Agenda Date:** 11/21/2023

**Agenda #:** 7.A.

---

ADDITIONAL APPROPRIATION FOR THE  
DRUG COURT FUND  
COMPANY 1400, ACCOUNTING UNIT 5930  
\$22,670

WHEREAS, appropriations for the DRUG COURT FUND for Fiscal Year 2023 were adopted by the County Board pursuant to Ordinance FI-O-0059-22; and

WHEREAS, there is a need for an additional appropriation in the DRUG COURT FUND - COMPANY 1400, ACCOUNTING UNIT 5930 as during the FY2023 budget preparations, revised collective bargaining agreements were being established. Negotiations are complete and the DRUG COURT FUND is requesting additional budget to cover said agreements in the amount of \$22,670 (TWENTY-TWO THOUSAND, SIX HUNDRED SEVENTY AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated cash in the DRUG COURT FUND - COMPANY 1400, ACCOUNTING UNIT 5930 to support an additional appropriation of \$22,670 (TWENTY-TWO THOUSAND, SIX HUNDRED SEVENTY AND NO/100 DOLLARS) and

WHEREAS, the need to provide an additional appropriation in the amount of \$22,670 (TWENTY-TWO THOUSAND, SIX HUNDRED SEVENTY AND NO/100 DOLLARS); in the DRUG COURT FUND - COMPANY 1400, ACCOUNTING UNIT 5930 creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that an additional appropriation (Attachment) in the amount of \$22,670 (TWENTY-TWO THOUSAND, SIX HUNDRED SEVENTY AND NO/100 DOLLARS); in the DRUG COURT FUND - COMPANY 1400, ACCOUNTING UNIT 5930 is hereby approved and added to the Fiscal Year 2023 Appropriation Ordinance.

Enacted and approved this 28<sup>th</sup> day of November, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

ADDITIONAL APPROPRIATION FOR THE  
DRUG COURT FUND  
COMPANY 1400, ACCOUNTING UNIT 5930  
\$22,670

FUNDING SOURCE

30000-0000 – Fund Balance – Unassigned	\$22,670
TOTAL FUNDING SOURCE	<u>\$22,670</u>

EXPENDITURES

PERSONNEL

50000-0000 – Regular Salaries	\$20,191
51010-0000 – Employer Share I.M.R.F.	\$1,533
51030-0000 – Employer Share Social Security	\$946
TOTAL PERSONNEL	<u>\$22,670</u>
TOTAL ADDITIONAL APPROPRIATION	<u>\$22,670</u>





## Finance Resolution

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

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**File #:** FI-R-0268-23

**Agenda Date:** 11/21/2023

**Agenda #:** 7.B.

---

ADDITIONAL APPROPRIATION FOR THE  
MICAP FUND  
COMPANY 1400, ACCOUNTING UNIT 5940  
\$27,592

WHEREAS, appropriations for the MICAP FUND for Fiscal Year 2023 were adopted by the County Board pursuant to Ordinance FI-O-0059-22; and

WHEREAS, there is a need for an additional appropriation in the MICAP FUND - COMPANY 1400, ACCOUNTING UNIT 5940 as during the FY2023 budget preparations, revised collective bargaining agreements were being established. Negotiations are complete and the MICAP FUND is requesting additional budget to cover said agreements in the amount of \$27,592 (TWENTY-SEVEN THOUSAND, FIVE HUNDRED NINETY-TWO AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated cash in the MICAP FUND - COMPANY 1400, ACCOUNTING UNIT 5940 to support an additional appropriation of \$27,592 (TWENTY-SEVEN THOUSAND, FIVE HUNDRED NINETY-TWO AND NO/100 DOLLARS) and

WHEREAS, the need to provide an additional appropriation in the amount of \$27,592 (TWENTY-SEVEN THOUSAND, FIVE HUNDRED NINETY-TWO AND NO/100 DOLLARS); in the MICAP FUND - COMPANY 1400, ACCOUNTING UNIT 5940 creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that an additional appropriation (Attachment) in the amount of \$27,592 (TWENTY-SEVEN THOUSAND, FIVE HUNDRED NINETY-TWO AND NO/100 DOLLARS); in the MICAP FUND - COMPANY 1400, ACCOUNTING UNIT 5940 is hereby approved and added to the Fiscal Year 2023 Appropriation Ordinance.

Enacted and approved this 28<sup>th</sup> day of November, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

ADDITIONAL APPROPRIATION FOR THE  
MICAP FUND  
COMPANY 1400, ACCOUNTING UNIT 5940  
\$27,592

FUNDING SOURCE

30000-0000 – Fund Balance – Unassigned	\$27,592
TOTAL FUNDING SOURCE	<u>\$27,592</u>

EXPENDITURES

PERSONNEL

50000-0000 – Regular Salaries	\$18,633
51010-0000 – Employer Share I.M.R.F.	\$1,103
51030-0000 – Employer Share Social Security	\$184
51040-0000 – Employee Med & Hosp Insurance	\$7,672
TOTAL PERSONNEL	<u>\$27,592</u>
TOTAL ADDITIONAL APPROPRIATION	<u>\$27,592</u>



## Finance Resolution

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

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**File #:** FI-R-0269-23

**Agenda Date:** 11/21/2023

**Agenda #:** 7.C.

---

ADDITIONAL APPROPRIATION FOR THE  
NEUTRAL SITE CUSTODY EXCHANGE FUND  
COMPANY 1400, ACCOUNTING UNIT 5920  
\$25,260

WHEREAS, appropriations for the NEUTRAL SITE CUSTODY EXCHANGE FUND for Fiscal Year 2023 were adopted by the County Board pursuant to Ordinance FI-O-0059-22; and

WHEREAS, there is a need for an additional appropriation in the NEUTRAL SITE CUSTODY EXCHANGE FUND - COMPANY 1400, ACCOUNTING UNIT 5920 to cover personnel related expenses in the amount of \$25,260 (TWENTY-FIVE THOUSAND, TWO HUNDRED SIXTY AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated cash in the NEUTRAL SITE CUSTODY EXCHANGE FUND - COMPANY 1400, ACCOUNTING UNIT 5920 to support an additional appropriation of \$25,260 (TWENTY-FIVE THOUSAND, TWO HUNDRED SIXTY AND NO/100 DOLLARS); and

WHEREAS, the need to provide an additional appropriation in the amount of \$25,260 (TWENTY-FIVE THOUSAND, TWO HUNDRED SIXTY AND NO/100 DOLLARS) in the NEUTRAL SITE CUSTODY EXCHANGE FUND - COMPANY 1400, ACCOUNTING UNIT 5920 creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that an additional appropriation (Attachment) in the amount of \$25,260 (TWENTY-FIVE THOUSAND, TWO HUNDRED SIXTY AND NO/100 DOLLARS) in the NEUTRAL SITE CUSTODY EXCHANGE FUND - COMPANY 1400, ACCOUNTING UNIT 5920 is hereby approved and added to the Fiscal Year 2023 Appropriation Ordinance.

Enacted and approved this 28<sup>th</sup> day of November, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

ADDITIONAL APPROPRIATION FOR THE  
NEUTRAL SITE CUSTODY EXCHANGE FUND  
COMPANY 1400, ACCOUNTING UNIT 5920  
\$25,260

FUNDING SOURCE

30000-0000 – Fund Balance – Unassigned	\$25,260
TOTAL FUNDING SOURCE	<u>\$25,260</u>

EXPENDITURES

PERSONNEL

50000-0000 – Regular Salaries	\$17,884
50010-0000 – Overtime	\$2,500
50040-0000 – Part Time Help	\$1,500
51010-0000 – Employer Share I.M.R.F.	\$1,701
51030-0000 – Employer Share Social Security	\$1,675
TOTAL PERSONNEL	<u>\$25,260</u>
TOTAL ADDITIONAL APPROPRIATION	<u>\$25,260</u>



## Finance Resolution

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

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**File #:** FI-R-0270-23

**Agenda Date:** 11/21/2023

**Agenda #:** 7.D.

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ACCEPTANCE AND APPROPRIATION OF THE  
COMPREHENSIVE LAW ENFORCEMENT RESPONSE TO DRUGS GRANT PY24  
INTER-GOVERNMENTAL AGREEMENT NO. 421021  
COMPANY 5000 - ACCOUNTING UNIT 6615  
\$150,000

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

WHEREAS, the County of DuPage, through the DuPage County State's Attorney's Office, has been notified by the Illinois Criminal Justice Information Authority that grant funds in the amount of \$150,000 (ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS) are available for continuing the Multi-Jurisdictional Drug Prosecution Program; and

WHEREAS, to receive said grant funds, the County of DuPage, on behalf of the DuPage County State's Attorney's Office, must enter into Inter-Governmental Agreement No. 421021 with the Illinois Criminal Justice Information Authority, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the grant agreement is from October 1, 2023 through September 30, 2024; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. 421021 (ATTACHMENT II) between DuPage County and the Illinois Criminal Justice Information Authority is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$150,000 (ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS) be made to establish the Comprehensive Law Enforcement Response to Drugs Grant PY24, Company 5000 - Accounting Unit 6615, for the period October 1, 2023 through September 30, 2024; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County State's Attorney is approved as the County's Authorized Representative; and

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

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

Enacted and approved this 28<sup>th</sup> day of November, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE  
COMPREHENSIVE LAW ENFORCEMENT RESPONSE TO DRUGS GRANT PY24  
INTER-GOVERNMENTAL AGREEMENT NO. 421021  
COMPANY 5000 – ACCOUNTING UNIT 6615  
\$150,000

REVENUE

41000-0004 - Federal Operating Grant - DOJ \$ 150,000

TOTAL ANTICIPATED REVENUE \$ 150,000

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 150,000

TOTAL PERSONNEL \$ 150,000

TOTAL ADDITIONAL APPROPRIATION \$ 150,000

## ATTACHMENT II

Agreement No. 421021

**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
AND  
DUPAGE COUNTY**

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

**PART ONE – The Uniform Terms**

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

**PART TWO – Grantor-Specific Terms**

State of Illinois  
GRANT AGREEMENT FISCAL YEAR 2024 / 4/27/2023  
Page 1 of 67



**PART THREE – Project-Specific Terms**

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

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**

**DUPAGE COUNTY**

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

Delrice Adams, Executive Director

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

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

Jeffrey Martynowicz, CFO

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

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

Deborah Conroy, County Board Chair

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

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

Robert B. Berlin, DuPage County State's Attorney

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

**PART ONE – THE UNIFORM TERMS****ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

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

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

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

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

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

## ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on 10/1/2023 and expires on 9/30/2024 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☒ must not exceed or ☐ are estimated to be **\$150,000** of which **\$150,000** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):  
The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, D, and E. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

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

1.1. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 15PBJA-21-GG-00271-JAGX, the federal awarding agency is U.S. Department of Justice Programs, Bureau of Justice Assistance, and the Federal Award date is September 22, 2021. The Catalog of Federal Domestic Assistance (CFDA) Name is the 2021 BJA Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation and the Assistance Listing Number is 16.738. The Catalog of State Financial Assistance (CSFA) Number is **546-00-2094**. The State Award Identification Number is **2094-44179**.

## ARTICLE II GRANTEE CERTIFICATIONS AND REPRESENTATIONS

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

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

3.2. Tax Identification Certification. Grantee certifies that: **36-6006551** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy-Non-Corporate               |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Tax Exempt                           |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select    |
| <input type="checkbox"/> Medical Corporation                   | applicable tax classification)                                |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> P = partnership                      |
| <input type="checkbox"/> Estate or Trust                       | <input type="checkbox"/> C = corporation                      |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

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

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

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

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

### **ARTICLE III PAYMENT REQUIREMENTS**

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

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

3.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless

Grantor permits a longer period in **PART TWO** OR **PART THREE**.

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

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

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

3.7. **Interest.**

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

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

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

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



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

#### **ARTICLE IV SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD**

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

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

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

#### **ARTICLE V BUDGET**

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

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

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

#### **ARTICLE VI ALLOWABLE COSTS**

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

6.2. Indirect Cost Rate Submission.

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

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

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

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII LOBBYING**

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

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

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

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

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

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

## **ARTICLE VIII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

8.1. **Records Retention.** Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

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

8.3. **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

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

## **ARTICLE IX FINANCIAL REPORTING REQUIREMENTS**

9.1. **Required Periodic Financial Reports.** Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

### 9.2. **Financial Close-out Report.**

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

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

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

## **ARTICLE X PERFORMANCE REPORTING REQUIREMENTS**

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

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

10.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

## **ARTICLE XI AUDIT REQUIREMENTS**

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

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

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

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

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

### 11.3. Entities That Are Not "For-Profit".

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

### 11.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

## **ARTICLE XII**

### **TERMINATION; SUSPENSION; NON-COMPLIANCE**

#### **12.1. Termination.**

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

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

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



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

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

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

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

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

12.5. **Effects of Suspension and Termination.**

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

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

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

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

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

### **ARTICLE XIII SUBCONTRACTS/SUBAWARDS**

13.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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

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

### **ARTICLE XIV NOTICE OF CHANGE**

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

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

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

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

### **ARTICLE XV STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

15.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related

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

## **ARTICLE XVI CONFLICT OF INTEREST**

16.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

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

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

## **ARTICLE XVII EQUIPMENT OR PROPERTY**

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

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

17.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

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

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

## **ARTICLE XVIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

18.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

## **ARTICLE XIX INSURANCE**

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

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

## ARTICLE XX LAWSUITS AND INDEMNIFICATION

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

20.2. Indemnification and Liability.

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

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

## ARTICLE XXI MISCELLANEOUS

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

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

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

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

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

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

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

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

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

21.10. Precedence.

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

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

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

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

21.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures

contained in a Portable Document Format (PDF) document are deemed original for all purposes.

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

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

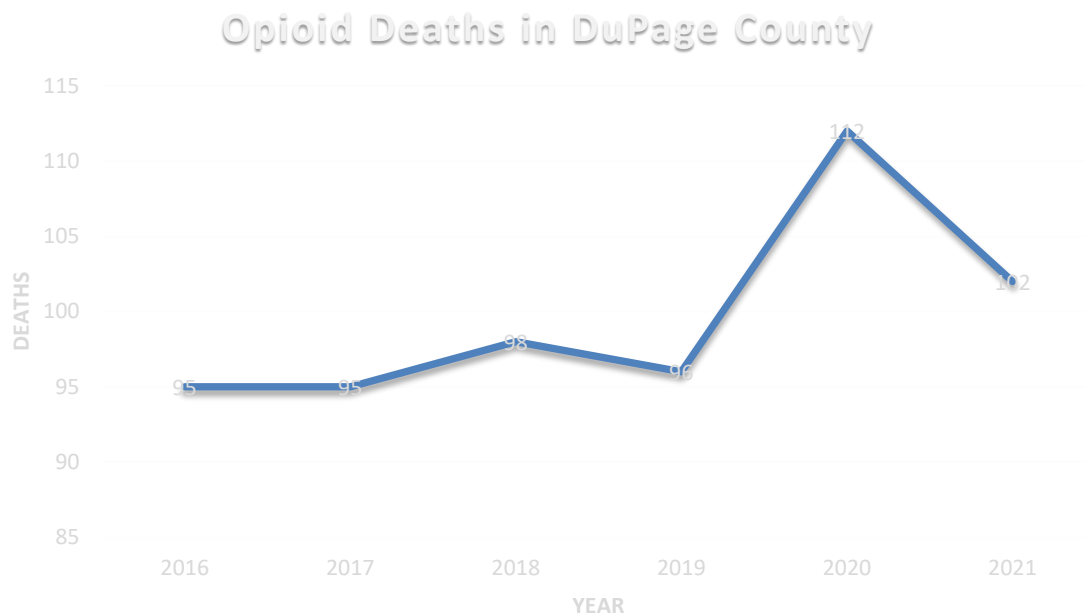
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**EXHIBIT A****PROJECT DESCRIPTION****Program Summary**

The DuPage County State's Attorney's Office Narcotics and Gang Unit (NAG) is a specialized unit which focuses on prosecuting the delivery, manufacturing and trafficking of controlled substances and cannabis. The NAG Unit consists of 7 attorney positions (2 of which assigned to gang prosecutions), an investigator, and an administrative assistant. The Unit works closely with law enforcement providing them with extensive legal advice, investigative support, and monthly training. The Unit works closely with the DuPage Metropolitan Enforcement Group (DuMEG), a multi-jurisdictional law enforcement agency, to conduct proactive drug investigations. Additionally, the Unit is available to all law enforcement entities in the investigation of delivery, manufacturing and trafficking of controlled substances and cannabis on a 24 hour a day basis.

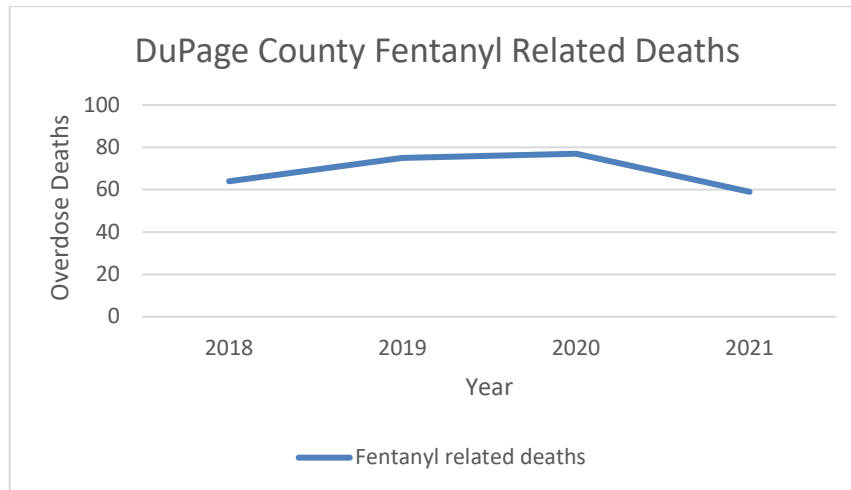
**Problem Statement**

The nationwide opioid epidemic continues to plague communities throughout DuPage County. This epidemic has forced law enforcement and the judicial system to retool their respective approaches in tackling this epidemic. According to the ICJIA Illinois Drug Threat Assessment Survey of 2016, the surveyed chiefs of police said that the number one drug threat was heroin, followed by prescription drugs. This threat has been realized in DuPage County. The number of deaths attributed to opiate overdose in DuPage County was called a public health epidemic in 2013 by the DuPage County Coroner. In 2016, the number of deaths in DuPage due to fentanyl overdose increased by 100% from 2015 and deaths due to a combination of heroin and fentanyl increased 370%.

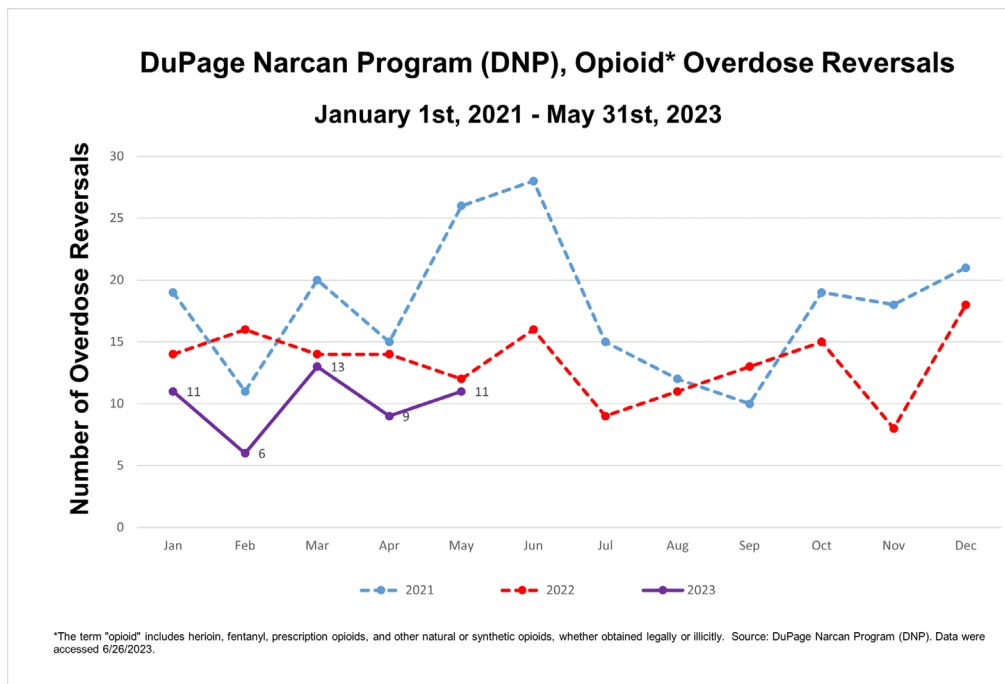


It is encouraging that opioid deaths decreased by almost 9% from 2020 to 2021, but the overall number of overdose deaths increased by approximately 6% in that same time and rose an additional 9.6% in 2022. Additionally, deaths that involved fentanyl alone or in combination with other drugs such as heroin and cocaine decreased by approximately 23%. (see below graph). In contrast, overdose deaths involving fentanyl was present in 106 of the 150 overdose deaths in 2022.





That too must be tempered with knowledge that in the most recent report from the DuPage Coroner's Office for overdose deaths in 2022, that there has been a major shift in the type of drugs found in the blood of those who died from an overdose. With the influx of heroin in the FDA approved form and multiple new isomers, there has been an increase in polypharmacy (multiple different drugs in the system). Heroin is less commonly found, and fentanyl has become the major drug causing death. With the wide variety of drugs now found in overdose deaths, the DuPage County Coroner will only identify which drugs were present in toxicology reports rather than state which drug was responsible for the death. This is highly concerning because of the extreme danger of fentanyl and the likelihood of the chemistry creating even more dangers yet to be fully realized. A deeper look into this issue shows a much more concerning problem. The DuPage Narcan Program (DNP) is a program designed to increase the number of first responders and community members trained to recognize and respond to an opioid overdose and increases their access to naloxone (brand name Narcan). Since its inception in 2013, the DNP has recorded over 500 overdose reversals. The DNP is a collaborative effort among the DuPage County Coroner, Sheriff, State's Attorney, Chiefs of Police, and Health Department. This reinforces the overall problem of opioid abuse. The numbers reflected in the reversal of opioid overdoses demonstrate that use of illegal narcotics is still prevalent although the number of cases opioid overdose fatalities may be down. Each opioid overdose reversal in years prior to the program may have represented an opioid fatality. Narcotic traffickers are still pushing their poison on the street and preying on the vulnerable.



### Description of the Service Area

According to the 2020 United States Census, DuPage County has a total population of approximately 932, 877, making it Illinois' second-largest populous county. The county population is mostly suburbanized with some small pockets of farmland on the county's northern and western edges. The population of DuPage County has modestly increased since the 2010 census, seeing a 1.74% increase from 2010 to 2020. More recently, the estimated population of DuPage County has been static but with an estimated population decrease of 0.9% from April 1, 2020 through July 1, 2021. In that time, the nationwide opioid epidemic has continued to make its presence felt throughout the County. In 2021, the deaths of caused by fentanyl alone increased by over 260% from 2015.

The county has a vast socioeconomic profile ranging from the affluent towns of Hinsdale and Oak Brook to Downers Grove Township where the number of people in poverty rose in 2016. According to the U.S. Census Bureau, the persons in poverty is at 5.9%. DuPage is bordered by Cook County to the north, east and south and Kane, Kendall, and Will Counties to the west and south.

DuPage County's proximity to Chicago and other smaller towns in Cook County poses significant law enforcement challenges when it comes to narcotics interdiction. The source of supply for addicts is much closer than most other Illinois counties and is readily accessible via expressway and public transportation. The main artery for drug purchases and distribution in the county is the Eisenhower Expressway which runs from Chicago and surrounding Cook County suburbs directly through DuPage. The route is known to law enforcement as the "Heroin Highway" because users can quickly find street dealers within 1 or 2 blocks after exiting the expressway at any number of streets in Chicago or its suburbs, turn around and return to DuPage. Similarly, dealers called into DuPage from Cook County make quick drop-off deliveries using the "Heroin Highway" and other area expressways.

There are 44 law enforcement agencies that operate within the county, including the State Police and DuMEG. The agencies range in number of sworn police officers from relatively few to over 100 officers. In addition, federal law enforcement agencies also operate within the county, including narcotics task forces formed by the Drug Enforcement Administration, Federal Bureau of Investigation and the Department of Homeland Security. These various law enforcement agencies operating within DuPage County work in conjunction with the United States Postal Service, the United States Customs and Border Protection Service, Amtrak Security, and local college campus police to help stem the flow of illegal narcotics into and throughout the county.

**Unmet Needs**

Prosecutions of illegal distribution of narcotics is a constant changing area of prosecutions. The program needs additional training opportunities for Unit attorneys. Unit prosecutors must receive frequent training on law updates and court cases that come down affecting our duties. Much of the training is provided in-house monthly by the State's Attorney's Office and by the Unit supervisor at bi-weekly Unit meetings. When attorneys can attend outside training, typically only one or two attorneys attend the seminars and report back and present what they have learned to fellow Unit attorneys and police when appropriate. While this is a somewhat effective method, it is more beneficial for the attorneys to experience the training program by participating in breakouts, making contacts, asking questions, etc. There are many valuable training courses across the country available to Unit attorneys that require registration fees. Continued training is important because trends and smuggling techniques change frequently, as do court decisions, which impact the way that we conduct our investigations. To facilitate their illegal enterprise, drug dealers have increasingly used technology. One example is selling illegal narcotics via social media. As such, it is important for Unit attorneys to be abreast of these latest developments in technology. This is best achieved by in-person training.

The Unit personnel face large caseloads with an increasing complexity. This complexity only increases the time needed to properly investigate, advise, and prepare each of these cases. Unit attorneys have the largest caseload of any specialized unit in the State's Attorney's Office. The cases assigned to the Unit require substantial preparation and are more likely to go to hearing and trial. Without the funds provided by the grant, the NAG Unit ceases to exist. The funds provide for partial salaries of two (2) NAG attorneys, one (1) support staff and one (1) investigator assigned to DuMEG. If the Unit ceases to exist, the burden will fall on the courtroom personnel who are not experienced in the prosecution or the investigation of these types of cases.

**Project Implementation**

As we are currently reaching our objectives and have historically done so over the course of multiple grant periods, we will continue to operate under the same organizational and procedural manner. As we are emerging from the pandemic, meetings and trainings have been more easily attainable. Much larger scaled trainings are being performed and as such more law enforcement will be able to attend. As we have always historically been, the NAG Unit attorneys will always be available to assist in unlawful drug distribution and manufacturing investigations. Each week there is an on-duty NAG Unit attorney available on a twenty-four hour a day basis. In addition to that, there is the dedicated assistant within the NAG Unit who is equally available, for all drug-induced homicide investigations. In essence, all investigations involving drug distribution or manufacturing will run through the NAG Unit. As training and collaboration continues between the NAG Unit and law enforcement, we will be better to identify pitfalls in cases and therefore either correct those pitfalls or redirect our efforts to more productive avenues. That, in turn, will allow the cases that are initiated by law enforcement to more likely produce cases that are viable for prosecution and therefore lead to a higher likelihood of conviction. Therefore, these processes allow for our goals of ninety percent (90%) acceptance for prosecution of drug distribution and manufacturing cases and a ninety-five percent (95%) conviction rate of those cases.

The number of Unit personnel and their responsibilities as described above will remain unchanged moving forward into Year 3. The Unit supervisor will continue to supervise the investigation and prosecution of felony manufacturing, delivery and trafficking of narcotics and cannabis cases. Each Unit attorney will report directly to the Unit supervisor and keep him apprised of all developments occurring during court proceedings and investigations. Bi-monthly meetings will be held where Unit attorneys will discuss case status and legal issues that arise in their cases. The NAG Unit will continue to offer 24-hour per day legal advice and review/approve investigatory tools, such as search warrants and eavesdrops, upon the request of law enforcement. The NAG Unit supervisor will preside over the training and continuing legal education for all Unit prosecutors and police officers. The NAG Unit supervisor will also collect data and prepare quarterly, and annual reports as required by the grant. The Chief of Administration will oversee all fiscal reporting and record and analyze data pertaining to quarterly and annual fiscal reporting. Administration will also keep time records for grant employees and oversee grant compliance and certifications as deemed necessary.

Without the funding of this grant, the program as it currently configured will cease to exist. The funding from this grant and the ones preceding, enable the DuPage County State's Attorney's Office to have the Unit operational. The funds provide partial salaries for an investigator, administrative assistant and two (2) attorneys.

Without these funds, the DuPage County State's Attorney's Office would have to make up the fund deficit. In today's environment, it would be highly doubtful that additional funds would be allocated to the State's Attorney's Office by the county board. Therefore, the idea of a dedicated assistant to drug-induced homicide investigations would not be feasible. Additionally, it would also be likely that the Unit, if still in use, would not have a full complement of prosecutors as it currently has. Prosecutors would likely have to be reassigned to open positions outside of the Unit. With the loss of attorneys in the Unit, the caseload would be unsustainable. Therefore, some of the drug trafficking cases would be redirected into general courtrooms. As such, those cases would be prosecuted by prosecutors not experienced in drug trafficking cases. This, in turn, creates an atmosphere where the likelihood for successful prosecutions would decrease. In addition to the reallocation of charged drug trafficking cases, the one hundred percent (100%) assistance in all drug trafficking investigations by the Unit would also likely cease. Any assistance sought would be reallocated to general screening. There, again, would be prosecutors not familiar with the type of issues in drug-trafficking cases. This then would cause for investigations either not appropriate for criminal prosecution or if charged, would lower the likelihood of success. In short, all the objectives and goals that have been set up and historically achieved by the Unit would no longer be realistic without grant funds.

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EXHIBIT B

DELIVERABLES OR MILESTONES

Task	Staff Position	Due Date
Submit quarterly Fiscal Report to the Authority.	Chief of Administration	January 15, 2024 April 15, 2024 July 15, 2024 October 15, 2024
Submit quarterly Data Report to the Authority.	Chief of Administration	January 15, 2024 April 15, 2024 July 15, 2024 October 15, 2024
Complete BJA PMT reports through <a href="https://bjapmt.ojp.gov">https://bjapmt.ojp.gov</a> .	Chief of Administration	January 15, 2024 April 15, 2024 July 15, 2024 October 15, 2024
Submit all FINAL Fiscal and Program Closeout reports to the Authority.	Chief of Administration	October 30, 2024

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EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kyle Schlegel  
Title: Grant Monitor  
Address: 60 E Van Buren, Suite 650, Chicago, IL, 60605  
Phone: (312) 793-8403  
TTY#: (312) 793-4170  
Fax#: (312) 793-8422  
E-mail Address: [Kyle.W.Schlegel@illinois.gov](mailto:Kyle.W.Schlegel@illinois.gov)

GRANTEE CONTACT

Name: Robin Bolton  
Title: ASA  
Address: 503 N. County Farm Rd, Wheaton, IL 60187  
Phone: 630-407-8146  
TTY #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
E-mail Address: [robin.bolton@dupageco.org](mailto:robin.bolton@dupageco.org)

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: \_\_\_\_\_  
\_\_\_\_\_

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Kyle Schlegel  
Title: Grant Monitor  
Address: 60 E Van Buren, Suite 650, Chicago, IL, 60605  
Phone: (312) 793-8403  
TTY#: (312) 793-4170  
Fax#: (312) 793-8422  
E-mail Address: [Kyle.W.Schlegel@illinois.gov](mailto:Kyle.W.Schlegel@illinois.gov)

GRANTEE CONTACT

Name: Robin Bolton  
Title: ASA  
Address: 503 N. County Farm Rd, Wheaton, IL 60187  
Phone: 630-407-8146  
TTY #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
E-mail Address: [robin.bolton@dupageco.org](mailto:robin.bolton@dupageco.org)

## EXHIBIT D

## PERFORMANCE MEASURES AND STANDARDS

<b>Goal:</b> Increase public safety and reduce the large social and economic cost of narcotics use through specialized prosecution of drug traffickers.	
Process Objectives	Performance Measures
Hire specialized narcotics prosecutor by the first month of the program.	➤ N/A
Attend 2 specialized trainings to further educate prosecution unit staff with up-to-date laws and procedures.	<ul style="list-style-type: none"> <li>➤ Number of training sessions/seminars attended.</li> <li>➤ Number of prosecutors attending.</li> </ul>
Hold 4 trainings with law enforcement.	<ul style="list-style-type: none"> <li>➤ Number of training sessions held with law enforcement.</li> <li>➤ Number of law enforcement officers attending trainings.</li> </ul>
Hold 24 meetings with law enforcement to collaborate on building cases for prosecution.	<ul style="list-style-type: none"> <li>➤ Number of meeting sessions held with law enforcement.</li> <li>➤ Number of law enforcement officers attending meeting.</li> </ul>
Provide prosecutorial support to 100 investigations that target or lead to unlawful drug manufacture and distribution.	<ul style="list-style-type: none"> <li>➤ Number of investigations that target or lead to drug manufacture and distribution for which prosecutorial support is provided.</li> </ul>
File charges in/accept for prosecution 90% of drug manufacturing or distributions cases referred for prosecution.	<ul style="list-style-type: none"> <li>➤ Number of cases referred for prosecution.</li> <li>➤ Number of cases of drug manufacture and distribution for which charges are filed and accepted for prosecution.</li> </ul>
Outcome Objectives	Performance Measures
Obtain a 95% conviction rate for drug manufacturing or distribution cases that were accepted for prosecution.	<ul style="list-style-type: none"> <li>➤ Number of cases prosecuted.</li> <li>➤ Number of cases in which a conviction was obtained.</li> <li>➤ Number of offenders prosecuted for drug manufacturing or distribution by drug type and offense class.</li> <li>➤ Number of offenders convicted of drug manufacturing or distribution by drug type and offense class.</li> </ul>
Track number of weapons confiscated	<ul style="list-style-type: none"> <li>➤ Number of weapons confiscated</li> </ul>

Track number of offenders prosecuted by offense class	➤ Number of Misdemeanors Class 1, 2, 3, 4, X and SX cases prosecuted
Track number of manufacturing or distribution or trafficking prosecutions and convictions	➤ Number of manufacturing or distribution or trafficking prosecutions ➤ Number of manufacturing or distribution or trafficking convictions
Track number of convictions by offense class	➤ Number of Misdemeanors Class 1, 2, 3, 4, X and SX convictions
Track number of prosecutions and convictions by drug type	➤ Number of prosecutions for Cannabis Meth Ecstasy Amphetamines Cocaine Heroin Fentanyl Hydrocodone Codeine Opiates Hallucinogens Benzodiazepines Look a Likes Drug Homicide Paraphernalia all other drugs not listed ➤ Number of convictions for Cannabis Meth Ecstasy Amphetamines Cocaine Heroin Fentanyl Hydrocodone Codeine Opiates Hallucinogens Benzodiazepines Look a Likes Drug Homicide Paraphernalia and all other drugs not listed

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**EXHIBIT E**

**SPECIFIC CONDITIONS**

1. Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.
2. As per Grantor's Programmatic Risk Assessment, any late reporting will initiate grantor's Stop Pay procedure.
3. Grantee agrees to all comply with all of the terms and conditions required by the Department Transportation as a result of Grantee's Internal Controls Questionnaire.

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**PART TWO –GRANTOR-SPECIFIC TERMS**

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

23. Definitions

“Youth” means an individual under 18 years of age.

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

25. Commencement of Performance.

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

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

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

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

27. Reporting and Evaluation Requirements.

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

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

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

<u>Quarter End Date</u>	<u>Due Date</u>
September 30	October 15
December 31	January 15

March 31  
June 30

April 15  
July 15

28. Timekeeping.

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

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

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

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

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

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

30. Failure to File in a Timely Fashion.

30.1. In order to preclude the possibility of lapsing of funding, Grantor requires the timely filing of all required reports. Reports shall include but are not limited to, monthly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

30.2. Failure to meet the reporting dates established for the particular reports shall result in the “freezing” of all funds, in addition to any other remedy stated in this Agreement. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that Grantee has with Grantor shall be frozen. Funds will be released following the completion of all the reporting requirements.

30.3 Failure to meet the reporting dates may also result in Grantee being placed on the Illinois Stop Payment List. Grantee will be removed from the Illinois Stop Payment List once past due reports are submitted to Grantor.

### **31. Procurement Requirements and Requests for Proposals.**

31.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550) and 2 CFR 200.318 - 327.

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

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

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

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

### **32. Subcontracting.**

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

32.2. Grantee is required to submit a copy of the subcontract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, and Sole Source Justification form, if applicable, to Grantor for approval prior to hiring the contractor.

32.3. As required by Grantor, Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines.

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

33. Subawards.

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

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

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

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

33.5 If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written subaward agreement. Grantee will ensure that all subawards comply with GATA prequalification requirements as identified in 44 Ill. Admin. Code 7000.70, including but not limited to Sam.gov registration.

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

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

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

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

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

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

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

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

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

35. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip. Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs.

36. Copyrights and Patents.

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

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

37. Management and Disposition of Equipment and Commodities.

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

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

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

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

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

38. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. Program income may be retained by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.

39. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements:

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

40. Publications.

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

40.2 The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review

requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

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

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

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

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

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

#### **41. Reporting Grant Irregularities.**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**45. Safeguarding Constitutional Protections Related to Religion**

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

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

**46. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters.** Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

a. In accepting this award, Grantee –

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

b. If Grantee makes subawards or contracts under this award –

- i. it represents that –
  1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse

as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

47. Background Checks for youth programs. Background checks are required for all program staff, independent contractors, and volunteers, including program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.
48. Project Monitoring and Evaluation.
  - 48.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.
  - 48.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.
  - 48.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.
49. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.
50. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.
51. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

**PART THREE –PROJECT-SPECIFIC TERMS**

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

52. Employment eligibility verification for hiring under the award.

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

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

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

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

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

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

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

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

52.4. Rules of construction

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

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the grantee (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the grantee (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the

United States that is or will be funded (in whole or in part) with award funds.

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

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

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

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

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

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

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

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

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract(if contract would exceed \$250,000)), and are incorporated by reference here.

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

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

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

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

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

#### 55.4. Rules of construction

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

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

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

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

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

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

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

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

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

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

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

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1,

Part 38, under e-CFR "current" data.

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

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

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

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

64. Appropriations-law Restrictions. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021) The grantee, and any subrecipient at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the grantee is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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

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



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

a. In accepting this award, Grantee –

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

b. If Grantee makes sub-awards or contracts under this award –

- i. it represents that –
  1. it has determined that no other entity that Grantee 's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

68. Text Messaging While Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages grantees and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct awareness, and other outreach to decrease crashes caused by distracted drivers.

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

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

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

72. Confidentiality of Records.

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

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

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

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

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

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

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

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

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

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

during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

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

78. Controlled expenditures.

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

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

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

- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
- b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
- c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.
- d. Grantee must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with award funds, and must abide by any applicable laws (including regulations) in such disposal.

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

approvals of controlled expenditures under this or other federal awards.

78.5. *Controlled expenditures – Standards.* Grantee understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon Grantor's or OJP's request, Grantee agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

79. Nondiscrimination.

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

- a. The applicable statutes pertaining to civil rights contained in section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. The applicable statutes pertaining to nondiscrimination contained in section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of Juvenile Justice and delinquency Prevention Act of 1974, as amended; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. The DOJ regulations on the Partnerships with Faith-Based and Other Neighborhood Organizations (Executive Order 13,559 and 28 C.F.R. pt. 38), DOJ Implementing Regulations as found in 28 C.F.R. pt. 42, 28 C.F.R. pt 31, 28 C.F.R. pt 35, 28 C.F.R. pt 38 and 28 C.F.R. pt 94;
- d. The Illinois Human Rights Act (775 ILCS 5), The Public Works Employment Discrimination Act (775 ILCS 10), The Illinois Environmental Barriers Act (410 ILCS 25); and
- e. Any other applicable Federal, State, or local civil rights or nondiscrimination laws.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Rules of Construction

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

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

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

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status

to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

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

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

#### 4. Rules of Construction

A. For purposes of this condition:

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

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

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

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

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

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

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

#### 82. Noninterference (within the funded "program activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

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



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

## 2. Monitoring

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

## 3. Allowable costs

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

## 4. Rules of construction

### A. For purposes of this condition--

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

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

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

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

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

## 83. No use of funds to interfere with federal law enforcement: No disclosure of certain law-enforcement sensitive information

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

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

## 2. Monitoring

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

## 3. Allowable costs

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

## 4. Rules of construction

### A. For purposes of this condition--

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

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

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

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

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

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

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

#### 1. Noninterference with statutory law enforcement access to correctional facilities

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

#### 2. Monitoring

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

#### 3. Allowable costs

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

#### 4. Rules of construction

##### A. For purposes of this condition:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

85. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of the grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.
86. Requirement to report actual or imminent breach of personally identifiable information (PII). The grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
87. Safe policing and law enforcement subrecipients. If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.
88. Requirements of the award; remedies for non-compliance or for materially false statements. The

conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

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

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

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

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

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

89. Requirement for data on performance and effectiveness under the award. The grantee must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
90. Requirements related to "de minimis" indirect cost rate. A grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
91. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency

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

92. Compliance with DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The grantee agrees to comply with the DOJ Grants Financial Guide.
93. Potential imposition of additional requirements. The grantee agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.
94. Reclassification of various statutory provisions to a new Title 34 of the United States Code. On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

95. Requirements related to System for Award Management and Universal Identifier Requirements. The grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her

name).

96. Requirement to report potentially duplicative funding. If the grantee currently has other active awards of federal funds, or if the grantee receives any other award of federal funds during the period of performance for this award, the grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.
97. Cooperating with OJP Monitoring. The grantee agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The grantee agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the grantee agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the grantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the grantee's access to award funds; referral to the DOJ OIG for audit review; designation of the grantee as a DOJ High Risk grantee; or termination of an award(s).
98. Use of program income. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
99. Confidentiality of data. The grantee (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.
100. Justification of consultant rate. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
101. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the grantee's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

102. The grantee understands that, in accepting this award, the Authorized Representative declares and

certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The grantee further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

103. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS. The grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

104. Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017).

The grantee may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the grantee, that the grantee (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

105. FFATA reporting: Subawards and executive compensation. The grantee must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the grantee and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of grantee obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

106. Required monitoring of subawards. The grantee must monitor subawards under this award in accordance



with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the grantee is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

107. Avoidance of duplication of networks. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

108. Law enforcement task forces - required training. Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

109. All State and Local JAG grantee must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the grantee must provide data that measure the results of its work. The grantee must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

110. Expenditures prohibited without waiver. No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

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**Agreement No. 421021**

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: DuPage, County		UEI#: WZKRN7E54898		NOFO ID: 2094-1397	
CFSA Number: 546-00-2094		CSFA Short Description: Justice Assistance Grant		Grant #: 421021	
		State Fiscal Year(s): 2024 - 2025		Project Period: 10/1/2023 - 9/30/2024	
All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Please read all instructions before completing form.					
SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS					
Revenues		Year 1			
(a). State of Illinois Grant Amount Requested		\$ 150,000			
BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Year 1			
1. Personnel (Salaries & Wages) 200.430		\$ 150,000			
2. Fringe Benefits 200.431		\$ -			
3. Travel 200.474		\$ -			
4. Equipment 200.439		\$ -			
5. Supplies 200.94		\$ -			
6. Contractual Services (200.318) & Subawards (200.92)		\$ -			
16. Total Direct Costs (lines 1-15) 200.413		\$ 150,000			
17. Indirect Costs* (see below) 200.414					
Rate: % Base: \$		\$ -			
18. Total Costs State Grant Funds (lines 16 and 17)		\$ 150,000			

SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

1)

☐

Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois’ Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

*NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)*

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- A. Negotiate an Indirect Cost Rate with the State of Illinois’ Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
- B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

2a)

☐

Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c).

*NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)*

2b)

☐

Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois’ Indirect Cost Unit.

*NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)*

3)

☐

Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68).

*NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)*

4)

☐

For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:

☐ Is included as a “Special Indirect Cost Rate” in our NICRA (2 CFR 200Appendix IV (5) Or;

☐ Complies with other statutory policies (please specify) :

The Restricted Indirect Cost Rate is %

5)

☒

No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected

Period Covered by the NICRA:

Approving Fed/State Agency (please specify):

The Indirect Cost Rate is:

The Distribution Base is:

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: DuPage, County of		CEI#: WZKKN7ES4878		NOFO ID: 2094-1397	Grant #: 421021
CFSA Number: 546-00-2094		CSFA Short Description: Justice Assistance Grant		State Fiscal Year(s): 2024 - 2025	Project Period: 10/1/2023 - 9/30/2024
If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Please read all instructions before completing form.					
SECTION B -- MATCH FUNDS					
Program Revenues		Year 1			
Grantee Match Requirement: ____% (ICJIA to populate only if match is required)					
(b). -Cash					
(c). -Non-cash					
(d). Other Funding & Contributions					
NON-STATE Funds Total		\$ -			
BUDGET SUMMARY MATCH FUNDS					
Budget Expenditure Categories OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Year 1			
1. Personnel (Salaries & Wages) 200.430		\$ -			
2. Fringe Benefits 200.431		\$ -			
3. Travel 200.474		\$ -			
4. Equipment 200.439		\$ -			
5. Supplies 200.94		\$ -			
6. Contractual Services (200.318) & Subawards (200.92)		\$ -			
16. Total Direct Costs (lines 1-15) 200.413		\$ -			
17. Indirect Costs* (see below) 200.414					
Rate: _____ % Base: _____		\$ -			
18. Total Costs NON-ICJIA (Match) Funds (lines 16 and 17)		\$ -			

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: DuPage, County of	CEL#: WZKKN/ES4898	NOFO ID: 2094-1397	Grant #: 421021
CFSA Number: 546-00-2094	CSFA Short Description: Justice Assistance Grant	State Fiscal Year(s): 2024 - 2025	Project Period: 10/1/2023 - 9/30/2024

**Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.**

(2 CFR 200.415)

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s). ”

Implementing Agency		Program Agency
County of DuPage	County of DuPage	DuPage County State's Atty's Office
Name of Applicant Institution/Organization	Name of Applicant Institution/Organization	Institution/Organization
Signature	Signature	Signature
Jeffrey Martynowicz	Deborah Conroy	Robert B. Berlin
Name of Official	Name of Official	Name of Official
Chief Financial Officer	County Board Chair	DuPage County State's Attorney
Title	Title	Title
Chief Financial Officer (or equivalent)	Executive Director (or equivalent)	Executive Director (or equivalent)
Date of Signature	Date of Signature	Date of Signature

**Note: The State awarding agency may change required signers based on the grantee’s organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.**

**FFATA Data Collection Form (See instructions below to determine if this form needs to be completed)**

Under FFATA, any implementing agency that receives \$25,000 or more from federal funds for this award must provide the following information for federal reporting. Please fill out the following form accurately and completely. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Notice of Funding Opportunity. If there is no CFDA number, then this award does not include federal funds.

<b>Grantee (or Subgrantee) UEI:</b>	WZKRN7E54898				
<b>Grantee (or Subgrantee) Name:</b>	DuPage, County of				
<b>Grantee (or Subgrantee) DBA:</b>	County of DuPage				
<b>Grantee (or Subgrantee) Address:</b>	421 N. County Farm Road				
<b>City:</b>	Wheaton	<b>State:</b>	IL	<b>Zip+4:</b>	601873978
<b>Congressional District:</b>	6				
<b>Grantee (or Subgrantee) Principal Place of Performance:</b>					
<b>City:</b>	Wheaton	<b>State:</b>	IL	<b>Zip+4:</b>	601873942
<b>Congressional District:</b>	6				
Grant #: 421021      Award Amount: \$      150,000      Project Period: 10/1/2023 - 9/30/2024					
<b>State of Illinois Awarding Agency:</b> Illinois Criminal Justice Information Authority					
CSFA Short Description: Justice Assistance Grant					
<b>Under certain circumstances, grantee (or subgrantee) must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:</b>					
<b>Q1.</b> In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?					
Yes <input type="checkbox"/> If yes, must answer Q2 below.					
No <input checked="" type="checkbox"/> If no, you are not required to provide data.					
<b>Q2.</b> Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?					
Yes <input checked="" type="checkbox"/> If yes, you are not required to provide data.					
No <input type="checkbox"/> If no, you must provide the data. Please fill out the rest of this form.					
<b>Please provide names and total compensation of the top five officials:</b>					
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			

Implementing Agency Name: DuPage, County of

Grant #: 421021

**Section C - Budget Worksheet & Narrative**

**1). Personnel (Salaries & Wages)** (2 CFR 200.430) --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

**Note:** Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Computation				Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Quantity (based on Yr/Mo/Hr)			
<b>DuPage State's Attorney's Office #1</b>	<i>Senior Paralegal</i>	\$ 53,010	Yr	44.03%	1.00	\$ 23,342	\$ -	\$ 23,342
<b>DuPage State's Attorney's Office #2</b>	<i>Criminal Investigator</i>	\$ 77,656	Yr	44.03%	1.00	\$ 34,194	\$ -	\$ 34,194
<b>DuPage State's Attorney's Office #3</b>	<i>Sr. Asst. State's Attorney #1</i>	\$ 106,377	Yr	44.03%	1.00	\$ 46,841	\$ -	\$ 46,841
<b>DuPage State's Attorney's Office #4</b>	<i>Sr. Asst. State's Attorney #2</i>	\$ 103,612	Yr	44.03%	1.00	\$ 45,623	\$ -	\$ 45,623
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
<b>Total</b>						<b>\$ 150,000.00</b>	<b>\$ -</b>	<b>\$ 150,000.00</b>

**Personnel Narrative:**

Funds totaling \$150,000 from this agreement would pay approximately 44.03% of the salaries of:

- (2) Assistant State's Attorneys: Assigned to the Narcotics Prosecution Unit, responsible for all cases where a defendant is charged with delivery of/or possession with intent to deliver either controlled substances or cannabis. Provide investigative support by reviewing and approving search warrants, applications for eavesdrops and wires, requests for tracking orders and pen register applications. Prosecute narcotics cases.
- Senior Paralegal: supports staff by preparing and filing court documents for both the Narcotics criminal cases and the asset forfeiture cases that are heard in the civil courts, compiles statistics for grant reporting, acts as a liaison between judges, attorneys, police departments, and other officials.
- Criminal Investigator: the investigator is assigned to the DuPage County Metropolitan Enforcement Group (DuMEG) and participates in pro-active Narcotics and Asset forfeiture Investigations.
- The balance of these salaries would be paid from Local Funding.
- The Sr. Asst. State's Attorneys and the Criminal Investigator spend 100% of their time on grant activities. The Senior Paralegal spends 75% percent of their time on grant activities.
- The staff is paid to work 37.5 hours per week and all Fringe Benefits are paid from DuPage County Local contributions. The Assistant State's Attorneys are exempt from overtime. If the criminal investigator or paralegal work overtime, the overtime is paid from the State's Attorney's budget.
- An equity adjustment effective 8/5/23 is anticipated for the two Sr. ASA's along with a 3% COLA effective 12/9/23 for all 4 employees. The salaries listed above reflect these adjustments. (Salaries after equity adjustment - 2 months; Salaries after 3% COLA - 10 months)

		<b>JAG</b>	<b>LOCAL</b>	<b>Total</b>
		<b><u>44.0328%</u></b>	<b><u>55.97%</u></b>	
Sr. Paralegal	(Sydney Markley)	23,342	29,668	53,010
Criminal Investigator	(William Sarles)	34,194	43,462	77,656
Sr. Assistant State's Atty #1	(Aleixandria Levan)	46,841	59,536	106,377
Sr. Assistant State's Atty #2	(Alysa Feld)	<u>45,623</u>	<u>57,989</u>	<u>103,612</u>
		150,000	190,655	340,655





Section C - Budget Worksheet & Narrative

3). **Travel** (2 CFR 200.474)-- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant’s fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the “Miscellaneous” category.

Column G ("Basis") defines the quantity being measured. For example, if your expense is two nights in a hotel, the basis is "Nights." If the expense is 300 miles, the basis is "Miles."

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Purpose of Travel (brief description)	Location	Computation						Federal/State Amount	Match	Total Cost
		Items	Cost Rate	Quantity	Basis	# Staff	# of Trips			
N/A								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
Total								\$ -	\$ -	\$ -

Travel Narrative:

Implementing Agency Name: DuPage, County of

Grant #: 421021

Section C - Budget Worksheet & Narrative

4). **Equipment** (2 CFR 200.439) -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Item	Computation			Federal/State Amount	Match	Total Cost
	Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
N/A				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
Total				\$ -	\$ -	\$ -

Equipment Narrative:

Implementing Agency Name: DuPage, County of

Grant #: 421021

Section C - Budget Worksheet & Narrative

5). **Supplies** (2 CFR 200.94) --List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Supply Items	Computation			Federal/State Amount	Match	Total Cost
	Quantity/ Duration	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
N/A				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
Total				\$ -	\$ -	\$ -

Supplies Narrative:



Section C - Budget Worksheet & Narrative

16). Indirect Cost (2 CFR 200.414) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
			\$ -		\$ -

Indirect Cost Narrative:

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

- (1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.

(2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.

(3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

DuPage County

Institution/Organization

Signature

Jeffrey Martynowicz

Name of Official

Chief Financial Officer

Title

Chief Financial Officer (or equivalent)

Date of Signature

DuPage County

Institution/Organization

Signature

Deborah Conroy

Name of Official

County Board Chair

Title

Executive Director (or equivalent)

Date of Signature

Section C - Budget Worksheet & Narrative


**Budget Summary**--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-Statel funds that will support the project.

<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>
<i>1. Personnel</i>	\$ 150,000.00	\$ -	\$ 150,000.00
<i>2. Fringe Benefits</i>	\$ -	\$ -	\$ -
<i>3. Travel</i>	\$ -	\$ -	\$ -
<i>4. Equipment</i>	\$ -	\$ -	\$ -
<i>5. Supplies</i>	\$ -	\$ -	\$ -
<i>6. Contractual Services</i>	\$ -	\$ -	\$ -
<i>16. Indirect Costs</i>	\$ -	\$ -	\$ -
<i>TOTAL PROJECT COSTS</i>	\$ 150,000.00	\$ -	\$ 150,000.00

ICJIA Agency Approval		STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: DuPage, County of		ULF#: WZKRN7ES4898		NOFO ID: 2094-1397	
CFSA Number: 546-00-2094		CSFA Short Description: Justice Assistance Grant		Grant #: 421021	
				State Fiscal Year(s): 2024 - 2025	
				Project Period: 10/1/2023 - 9/30/2024	

FOR ICJIA USE ONLY

Final Budget Amount Approval

Final Total Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
\$ 150,000.00	Kyle W. Schlegel		
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date
	Darryl Williams		11/13/2023   4:08:52 PM

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.





## Judicial/Public Safety Change Order with Resolution

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

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**File #:** JPS-CO-0009-23

**Agenda Date:** 11/21/2023

**Agenda #:** 8.A.

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AMENDMENT TO PURCHASE ORDER 2846-0001 SERV  
ISSUED TO JOURNAL TECHNOLOGIES, INC.  
FOR MONTHLY STORAGE COSTS FOR ELECTRONIC EVIDENCE AND DATA  
AND COST TO BUILD INTERFACE BETWEEN JAILTRACKER  
AND OUR CASE MANAGEMENT SYSTEM  
FOR THE PUBLIC DEFENDER'S OFFICE  
(CONTRACT INCREASE OF \$75,482)

WHEREAS, Purchase Order 2846-0001 SERV was issued by the Procurement Division on November 14, 2017; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for an increase of \$75,482 to the contract total amount, for monthly storage costs for electronic evidence and data in our case management system, and cost to build interface between JailTracker, the Sheriff's new inmate system and our case management system, for the Public Defender's Office.

NOW, THEREFORE BE IT RESOLVED, that said change order for an increase of \$75,482 to the contract total amount, for monthly storage costs for electronic evidence and data in our case management system and cost to build interface between JailTracker, the Sheriff's new inmate system and our case management system, for the Public Defender's Office, be, and it is hereby approved for a new contract total amount of \$831,557.

Enacted and approved on this 28th day of November, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Nov 15, 2023

MinuteTraq (IQM2) ID #: JPS-CO-0009-23

JPS 11/21  
FI+CB 11/28

<b>Purchase Order #:</b> 2846	<b>Original Purchase Order Date:</b> Nov 14, 2017	<b>Change Order #:</b> 1	<b>Department:</b> Public Defender
<b>Vendor Name:</b> Journal Technologies, Inc.		<b>Vendor #:</b> 26753	<b>Dept Contact:</b> Melissa Buckardt
<b>Background and/or Reason for Change Order Request:</b>	Add line 10 (Monthly Storage FY23) 1000-6300-53807 for \$13,482.00 Add line 11 (Jailtracker Interface FY23) 1000-6300-53807 for \$20,000.00 Add line 12 (Monthly Storage FY24) 1000-6300-53807 for \$42,000.00 Increase contract by \$75,482.00		
<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	\$756,075.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$756,075.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$75,482.00
E	New contract amount (C + D)	\$831,557.00
F	Percent of current contract value this Change Order represents (D / C)	9.98%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	9.98%

### 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:

NE	6166	Nov 15, 2023	MB	8303	Nov 16, 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	Nov 16, 2023
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)		Date	



## Decision Memo

### Procurement Services Division

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

Date: Nov 15, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

Department Requisition #: \_\_\_\_\_

Requesting Department: Public Defender Office	Department Contact: Melissa Buckardt
Contact Email: Melissa.Buckardt@dupageco.org	Contact Phone: 630-407-8310
Vendor Name: Journal Technologies Inc	Vendor #: 26753

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

Increase purchase order value by \$75,482.00 by creating new line items for FY23 & FY24 memory costs and Jailtracker interface.  
Lines 10 & 12: Monthly storage costs for electronic evidence and data in our case management system, eDefender; cost is approximately \$3500/month, based on usage; this is sole source – data is stored in system with same vendor  
Line 11: cost to build interface between JailTracker, the Sheriff's new inmate system, and our case management system

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

Journal Technologies Inc to build the interface into our existing case management system.

#### Strategic Impact

Financial Planning

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

These items were not included in the original PO as we did not anticipate these costs.

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

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

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

Take no action as the County will lose the ability to retrieve stored data.  
Recommend the approval of continuing the contract with Journal Technologies Inc.

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

Line 10 (Monthly Storage FY23) 1000-6300-53807 for \$13,482.00  
Line 11 (Jailtracker Interface FY23) 1000-6300-53807 for \$20,000.00  
Line 12 (Monthly Storage FY24) 1000-6300-53807 for \$42,000.00  
Increase contract by \$75,482.00



## Required Vendor Ethics Disclosure Statement

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

Date: Nov 2, 2023

Bid/Contract/PO #:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name

Brian Cardile

Title

Corporate Secretary

Date

Nov 2, 2023

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



## Grant Proposal Notifications

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

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**File #:** 23-3737

**Agenda Date:** 11/21/2023

**Agenda #:** 9.A.

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## Grant Proposal Notification

GPN Number: 059-23  
(Completed by Finance Department)

Date of Notification: 11/09/2023  
(MM/DD/YYYY)

Parent Committee Agenda Date: 11/21/2023  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 11/15/2023  
(MM/DD/YYYY)

Name of Grant: FY24 Law Enforcement Camera Grant

Name of Grantor: Illinois Law Enforcement Training & Standards Board

Originating Entity: Illinois Law Enforcement Training & Standards Board  
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Sheriff's Office

Department Contact: Deputy Chief Dan Bilodeau x2402  
(Name, Title, and Extension)

Parent Committee: Judicial and Public Safety

Grant Amount Requested: \$ 142,611.45

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

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

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

If Federal, provide CFDA: \_\_\_\_\_ If State, provide CSFA: 569-00-2537

## Grant Proposal Notification

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

The Sheriff's Office has purchased 180 body worn cameras. With those cameras electronic data storage is also purchased. There are 107 body worn cameras assigned to the Law Enforcement Bureau. This grant covers the storage of the electronic data from the cameras. Between 8/1/21 and 6/30/22. The Office has paid Axon \$47,520.00 for storage during this time period. This grant can also cover the time frame 7/1/23 - 11/15/23. During this time the Office has paid Axon \$19,440.00. This will reimburse DuPage County for the cost paid in the aforementioned time frames. In addition, the Office has purchased 6 in-car cameras from Axon and Watch Guard. This grant will provide reimbursement for the purchase of the cameras as well as storage for the Axon product. The price paid for the Watch Guard is \$39,585.00, and Axon is \$35,585. Storage for the Axon Camera in-car camera is \$996.003. Reimbursement will also be given for the associated hardware to go along with the Axon product.

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

Body worn cameras relate to the County's Strategic Plan of keeping County crime low to enhance quality of life in DuPage County by making it a safe place to live, work and raise a family. In addition, body worn cameras have shown to improve police professionalism as well holding citizens accountable and as evidence during frivolous law suites.

3. What is the period covered by the grant?

08/01/2021      to:      11/15/2023  
(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 \_\_\_\_\_ Percentage covered by grant \_\_\_\_\_

6.1.2. Total fringe benefits \_\_\_\_\_ Percentage covered by grant \_\_\_\_\_

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?

All are disallowed as the grant does not provide any personnel costs.

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?

There are no costs relative personnel.

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><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>No</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>100%</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? \$142,611.45

10.1. If allocated, in what Company-Accounting Unit are the funds located? Sheriff Agency Fund

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)? \$142,611.45



## Informational

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

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**File #:** 23-3738

**Agenda Date:** 11/21/2023

**Agenda #:** 10.A.

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# DUPAGE COUNTY PUBLIC DEFENDER

Jeffrey R. York, Chief Public Defender

November 6, 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 September 30, 2023.

Sincerely,

Signature on file



JEFFREY R. YORK

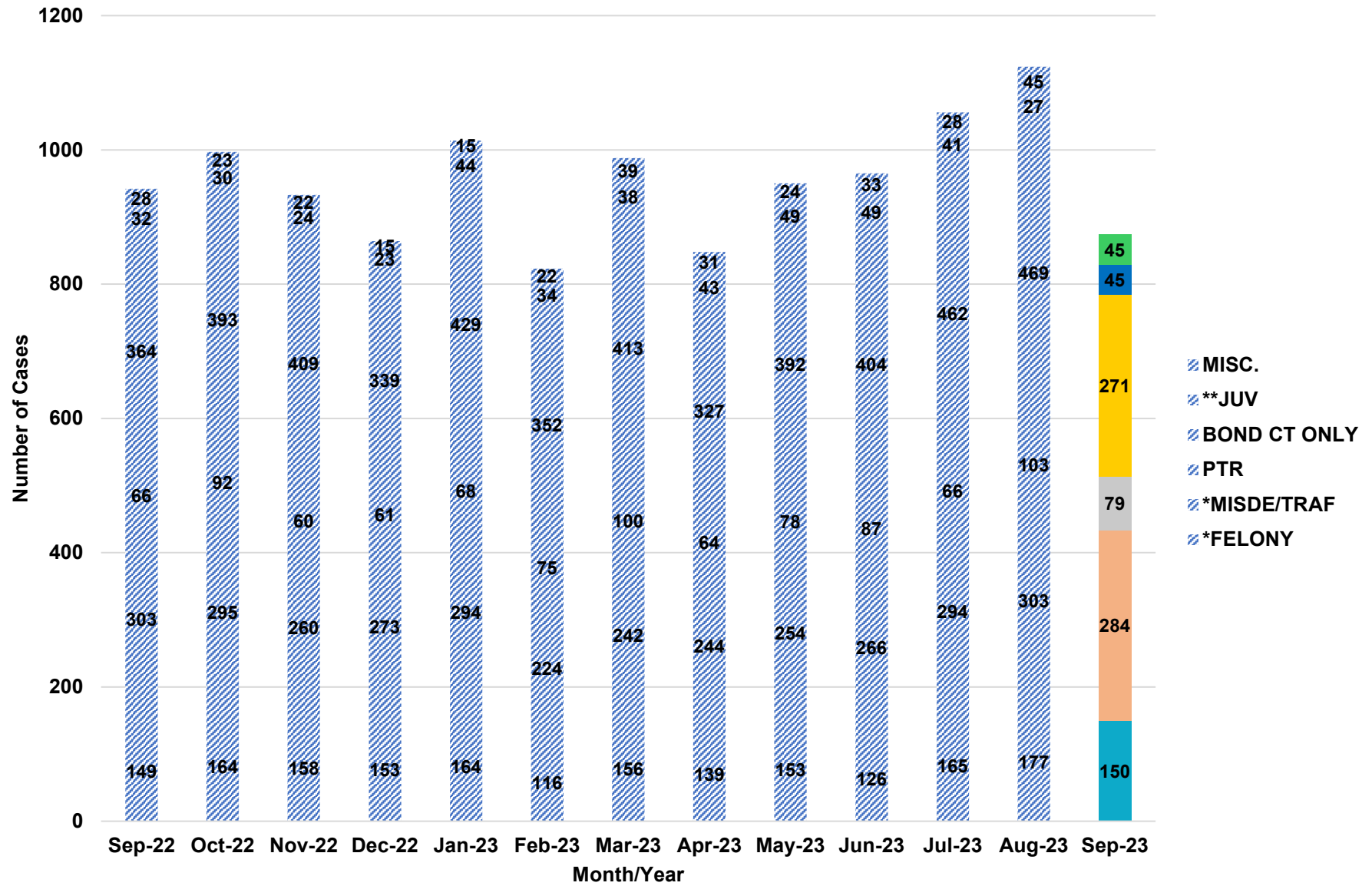
Public Defender of DuPage County

JRY/mb  
encl.

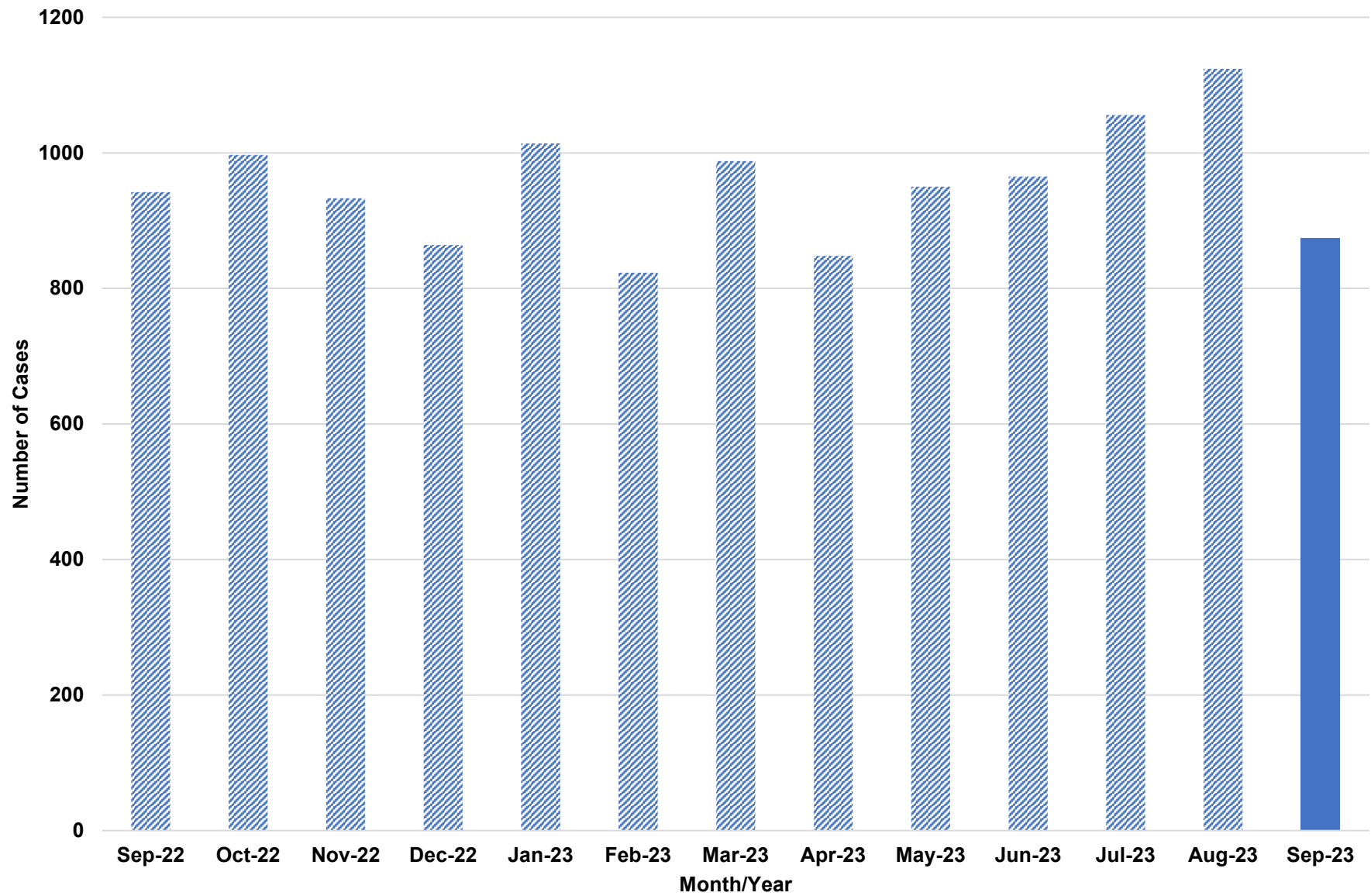
Public Defender's Office - New Cases Appointments - September 2023

<b>Case Type</b>	<b>Case Sub Type</b>	<b>Number of Cases</b>
Bond Court Case		271
Criminal	Felony	150
Criminal	Misdemeanor	284
Juvenile Abuse and Neglect		18
Juvenile Delinquency		27
Mental Health & Miscellaneous		45
PTR	Felony/Misdemeanor	79
<b>Total</b>		<b>874</b>

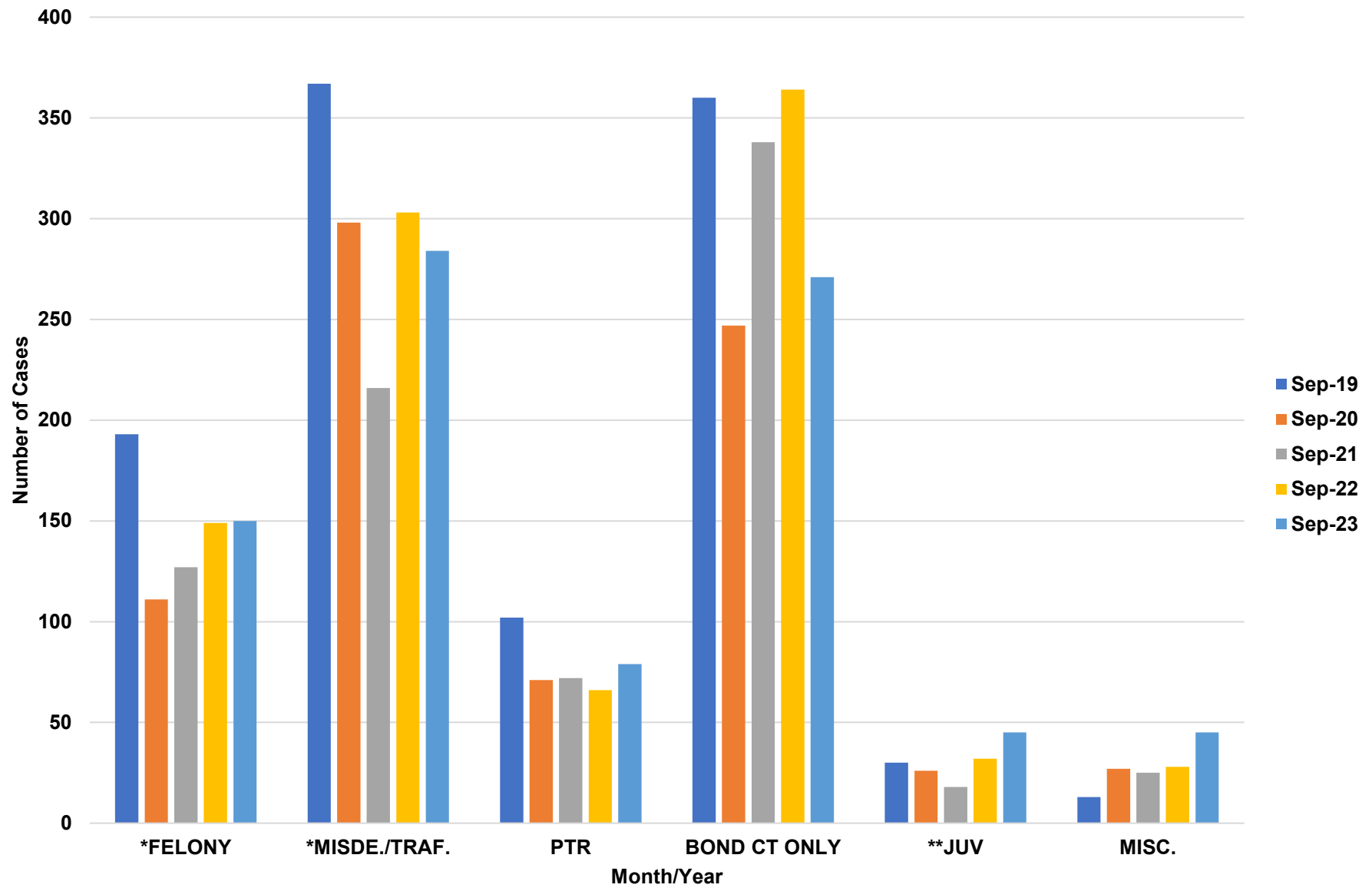
## Public Defender's Office - New Appointments - By Category Stacked September 2022 - September 2023



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

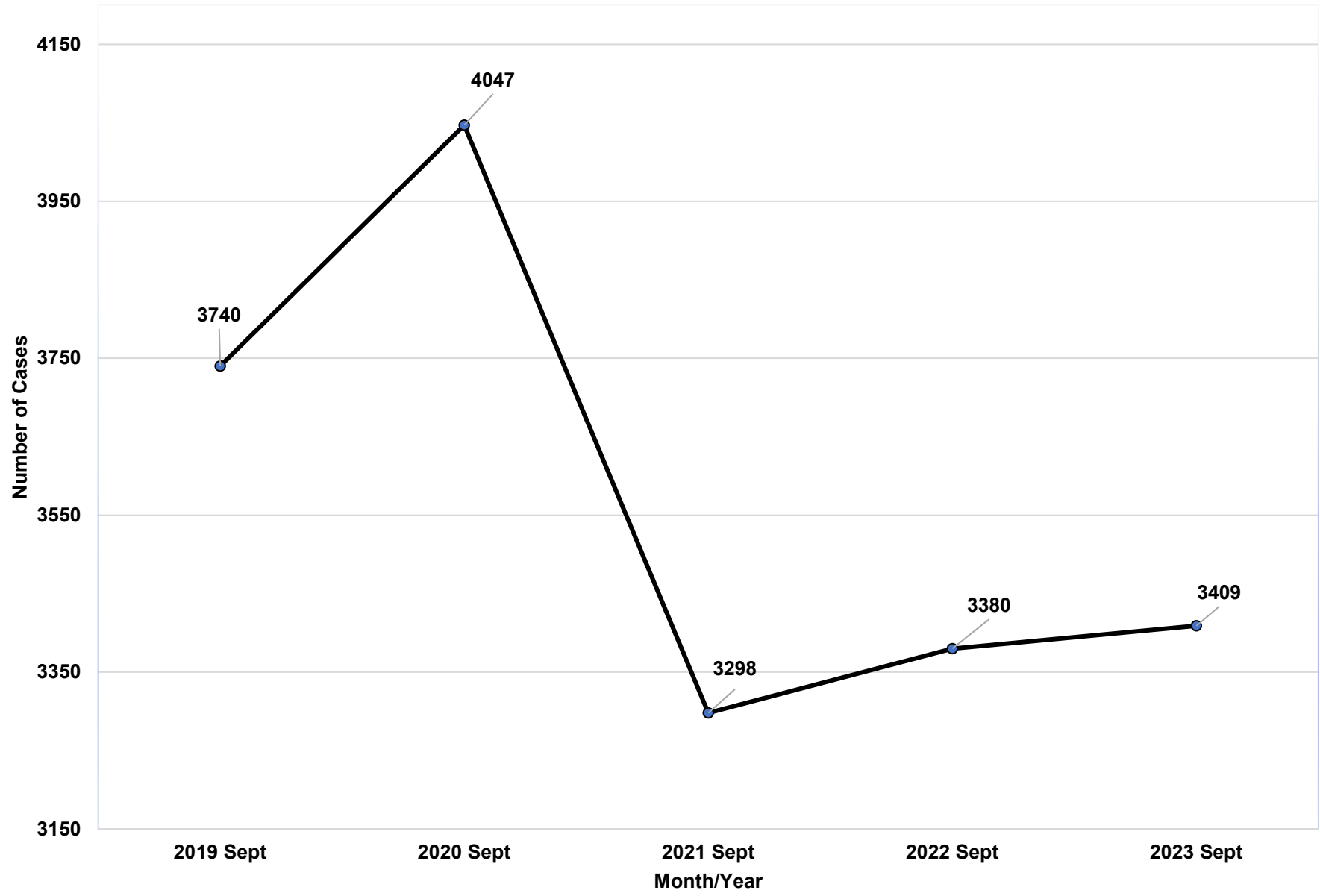


## Public Defender's Office - New Case Appointment by Type September 2019 - September 2023

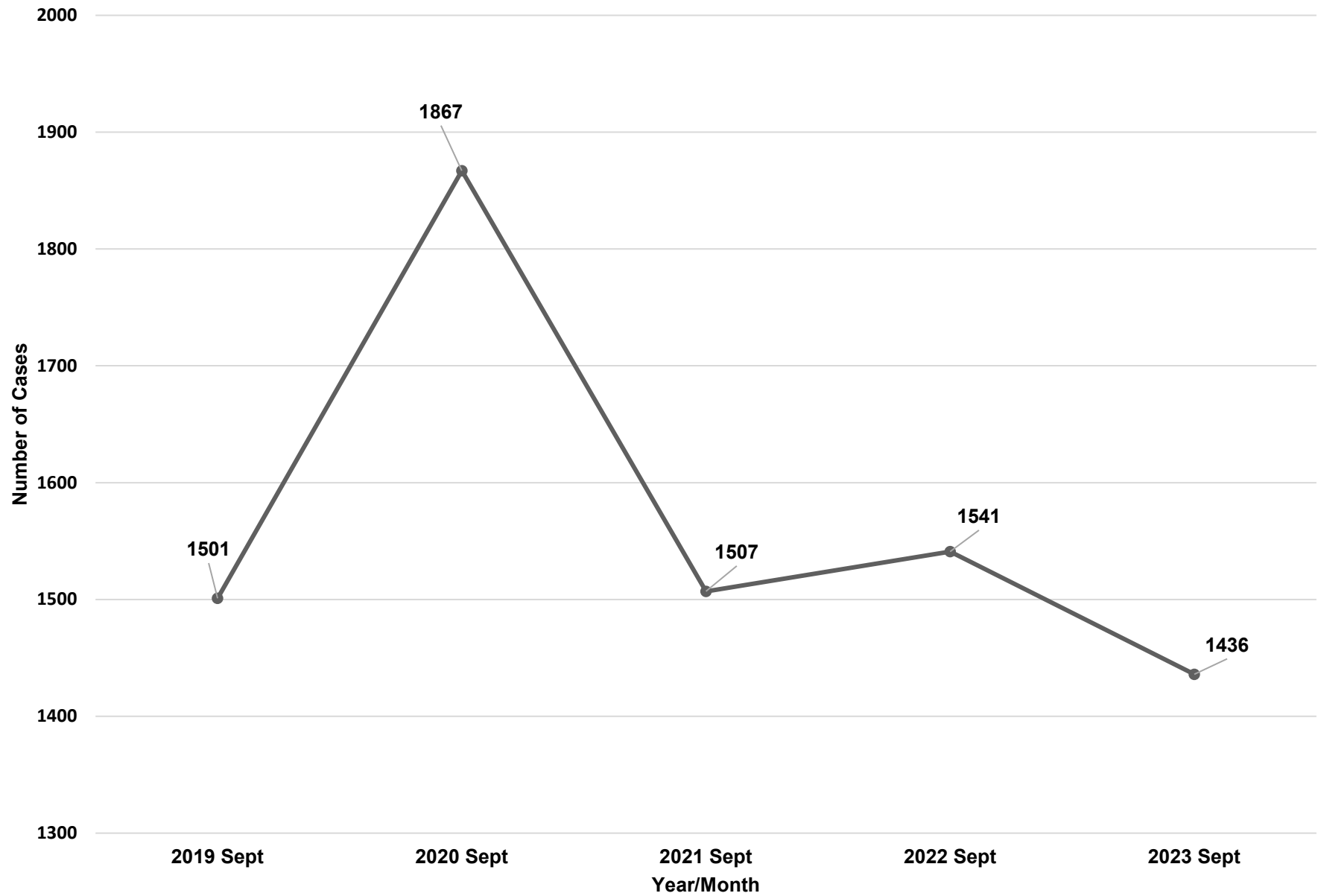




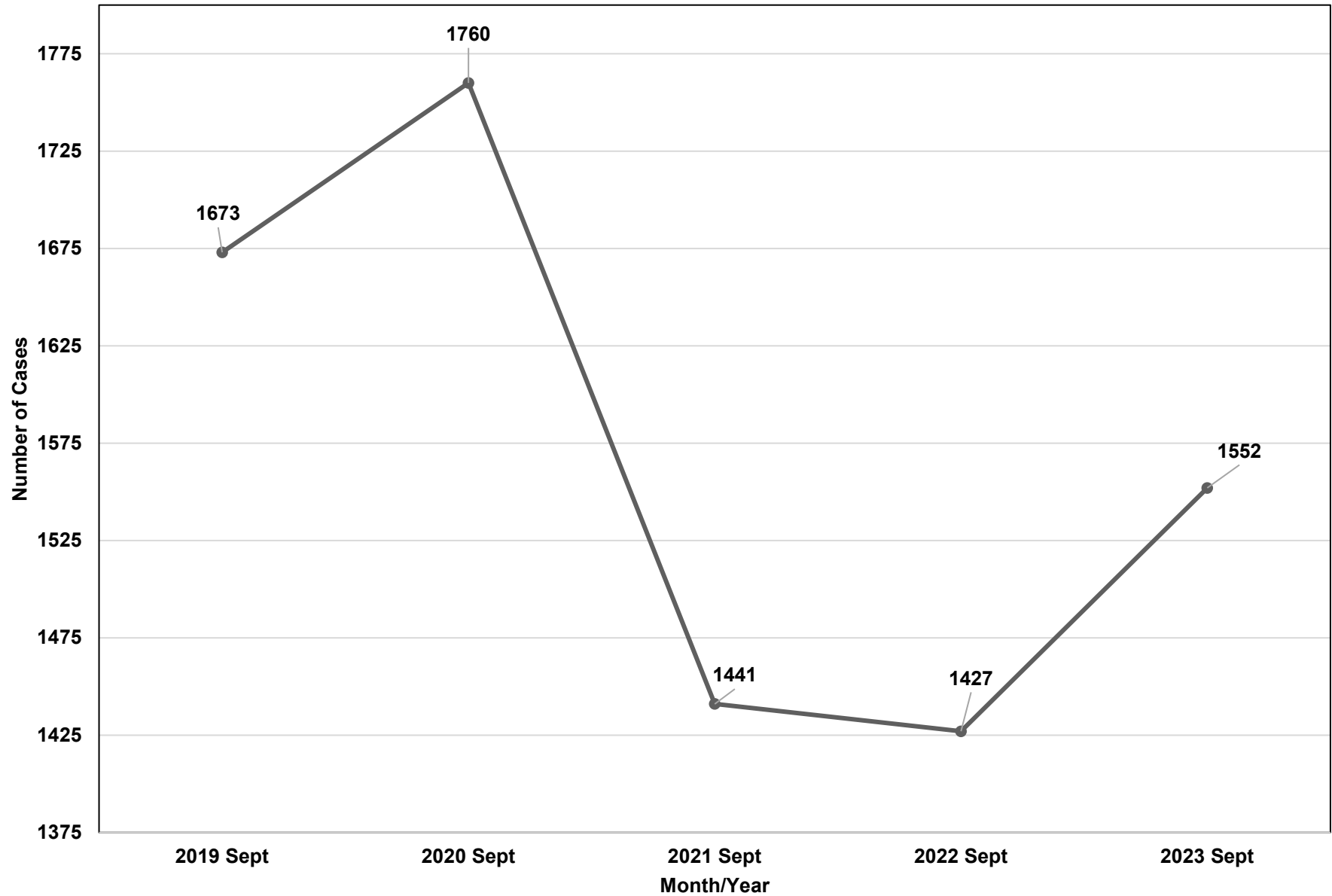
### Public Defender - Attorney Active Files - September 2019 - September 2023



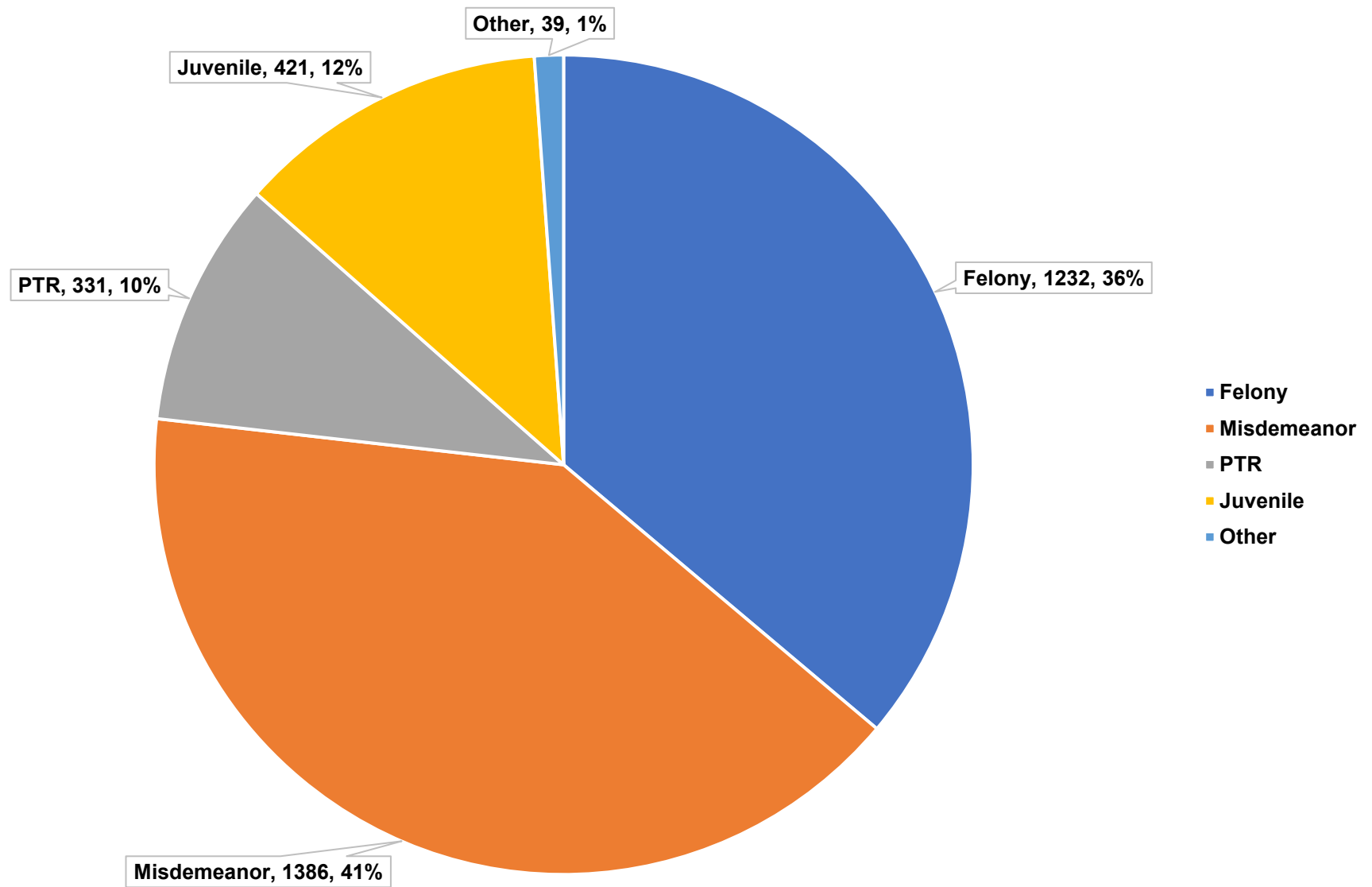
## Felony Active Files - September 2019 - September 2023



## Misdemeanor Active Files - September 2019 - September 2023



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





# DUPAGE COUNTY PUBLIC DEFENDER

Jeffrey R. York, Chief Public Defender

November 6, 2023

Hon. Candice Adams  
Circuit Court Clerk  
DuPage County Courthouse  
505 N. County Farm Road  
Wheaton, IL 60187

## **RE: Monthly Statistical Report**

Dear Ms. Adams:

Pursuant to 55 ILCS 5/3-4010, enclosed is a copy of the monthly report of services rendered by the Public Defender's Office through October 31, 2023.

Sincerely,

**Signature on file**

✓ . ✓ ✓  
JEFFREY R. YORK

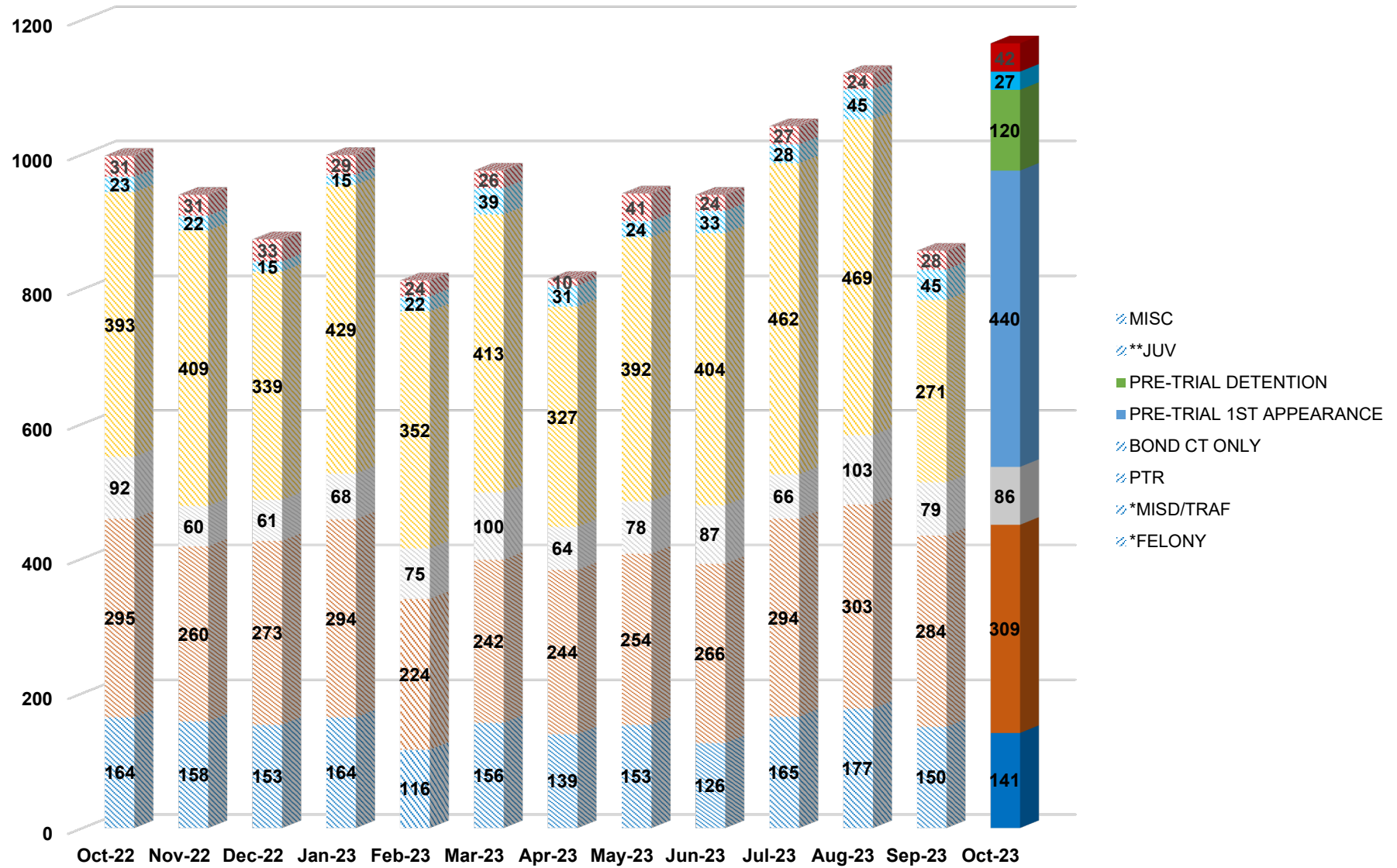
Public Defender of DuPage County

JRY/mb  
encl.

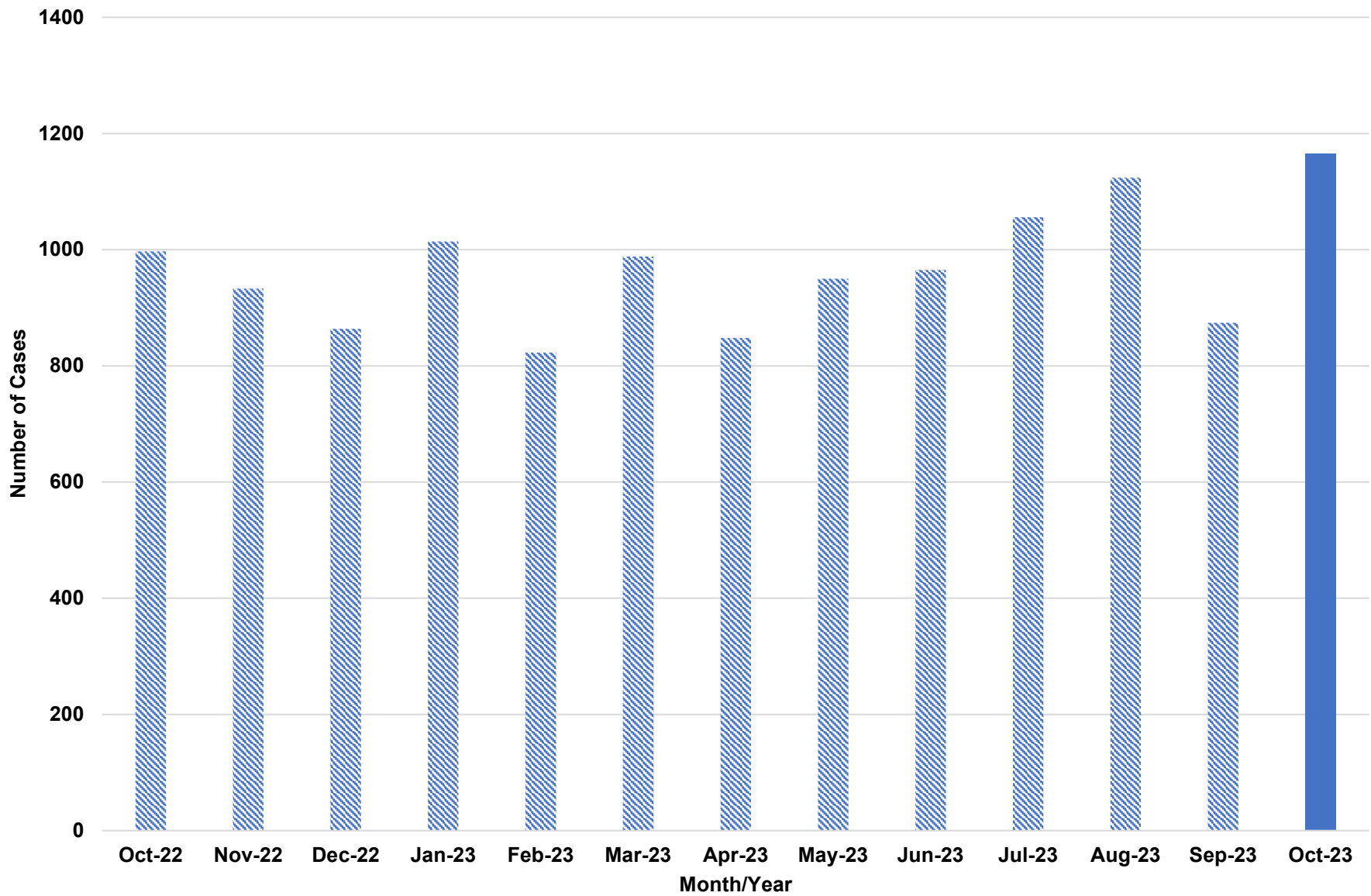
Public Defender's Office - New Case Appointments - October 2023

<b>Case Type</b>	<b>Case Sub Type</b>	<b>Number of Cases</b>
Criminal	Felony	141
Criminal	Misdemeanor	309
Juvenile Abuse and Neglect		16
Juvenile Delinquency		11
Mental Health & Miscellaneous		42
Pre-Trial First Appearance		440
Pre-Trial Detention		120
PTR	Felony/Misdemeanor	86
<b>Total</b>		<b>1165</b>

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

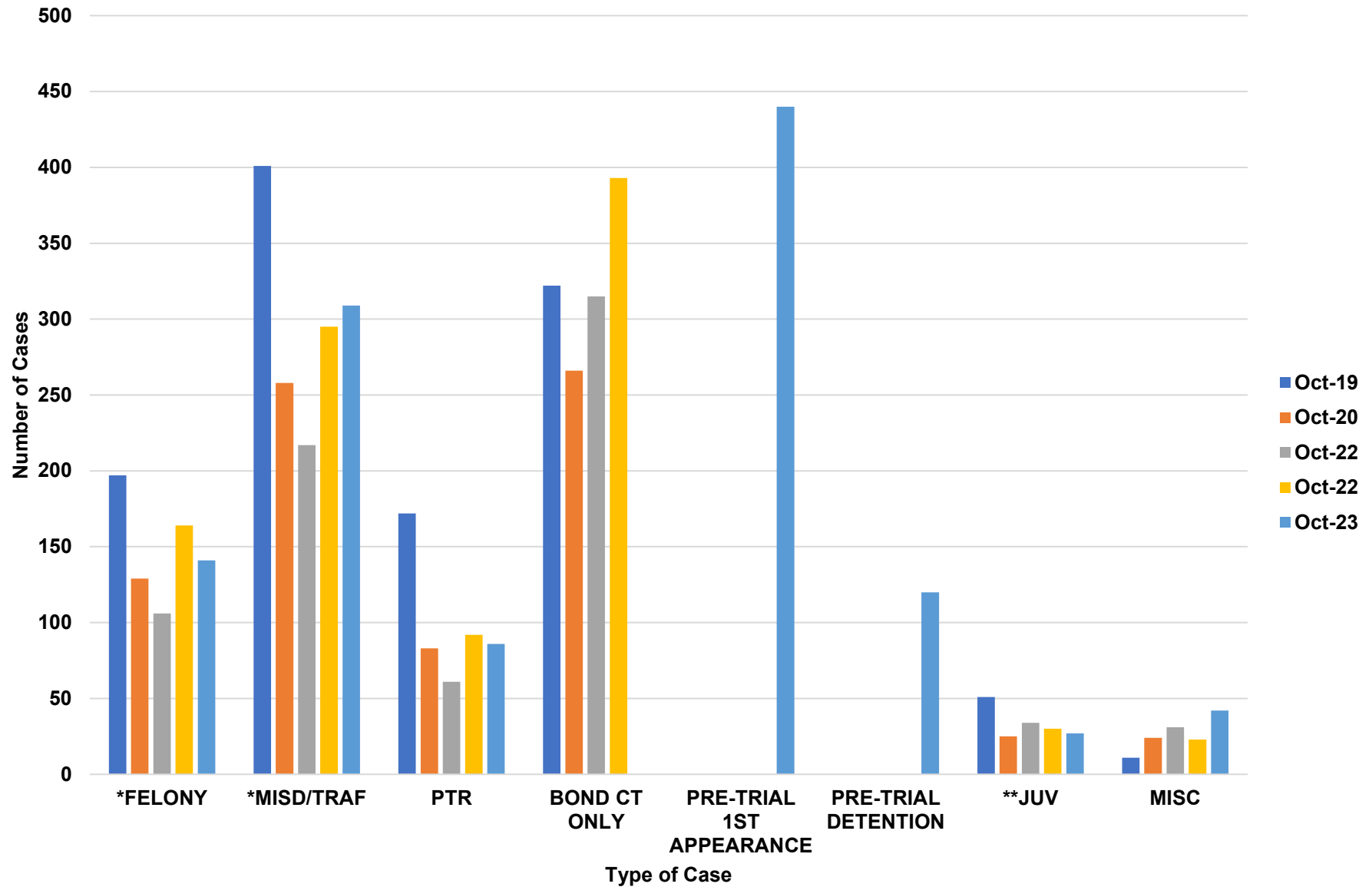


## Public Defender's Office - New Case Appointments October 2022 - October 2023

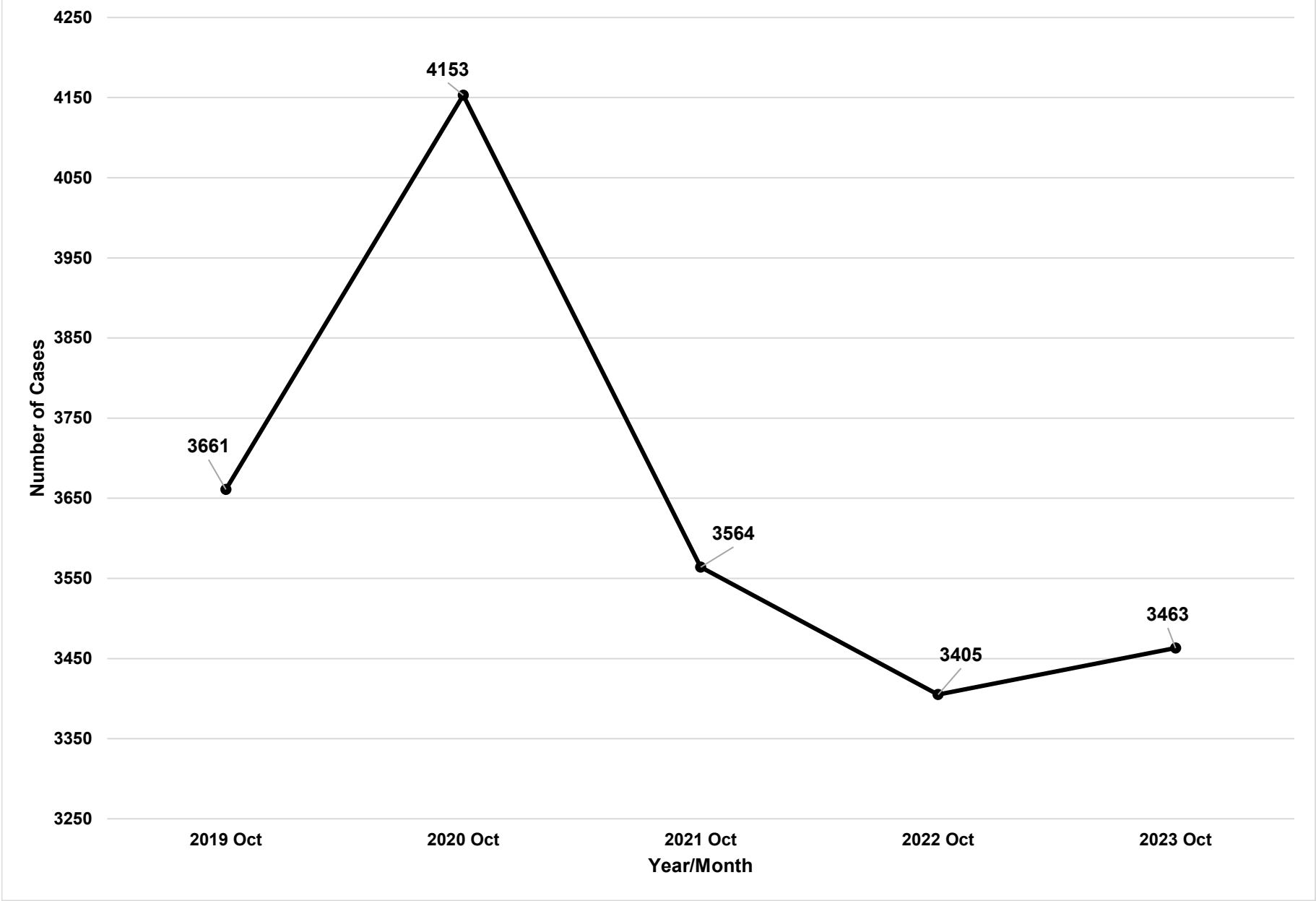




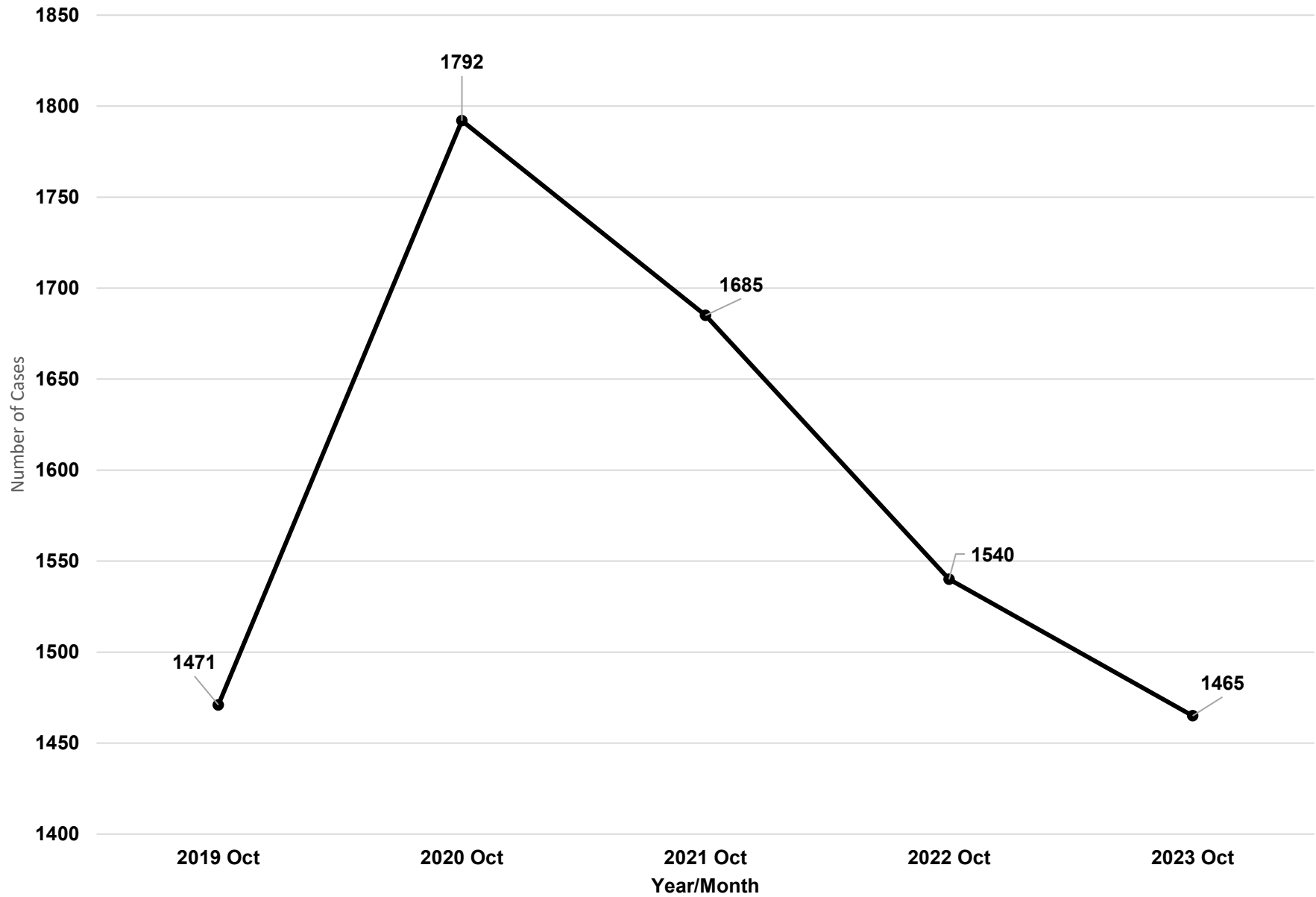
## Public Defender's Office - New Case Appointment by Type October 2022 - October 2023



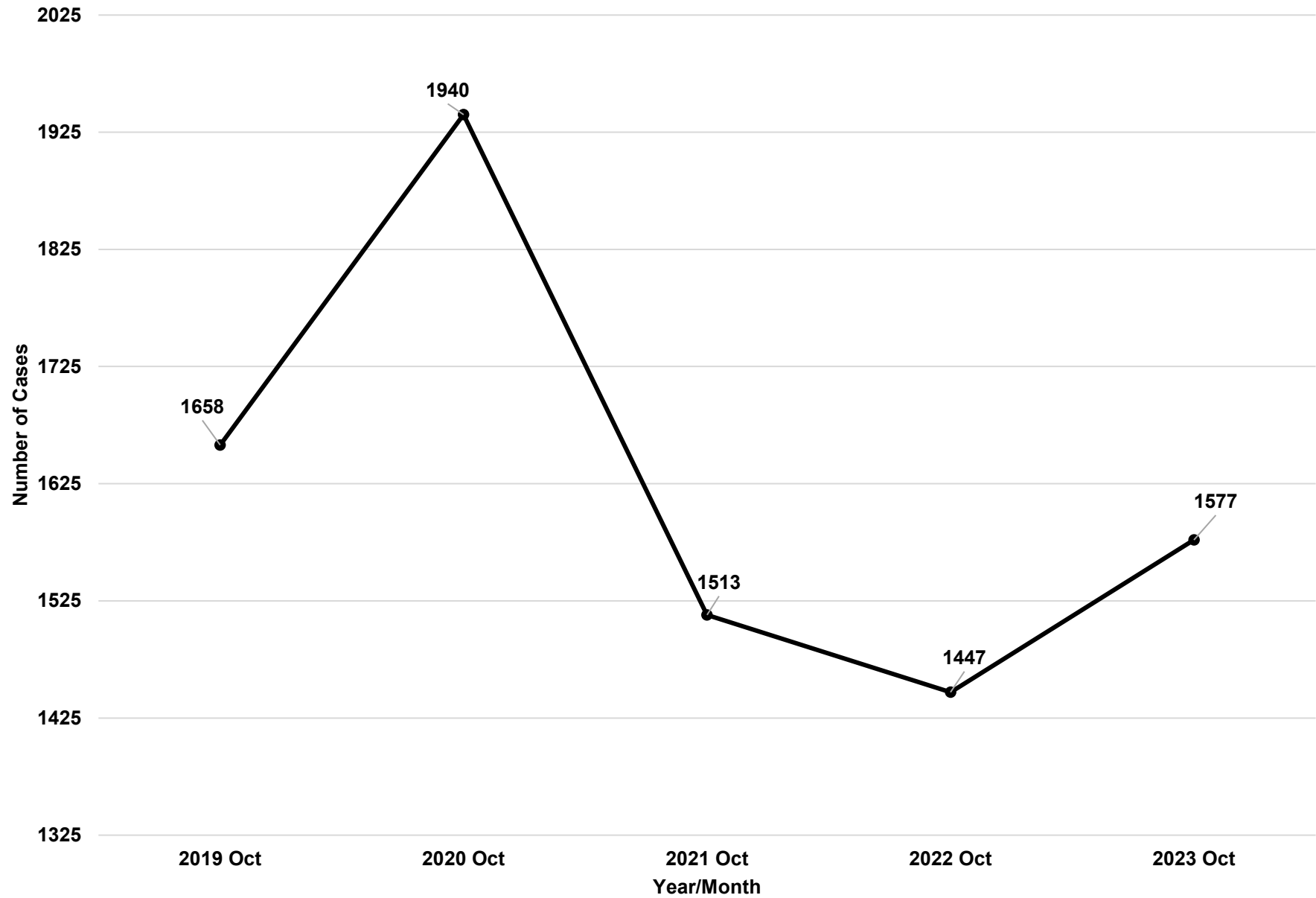
Public Defender - Attorney Active Files - October 2019 - October 2023



## Public Defender - Felony Active Files - October 2019 - October 2023



## Public Defender - Misdemeanor Active Files - October 2019 - October 2023



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

