

**CONTRACT BETWEEN SAFE AND  
APPELLATE PROSECUTOR'S  
OFFICE FOR USE OF SAFE  
OFFICERS**

**1-15-13**



Investigator

CONTRACT FOR PROFESSIONAL SERVICES

The OFFICE OF THE STATE'S ATTORNEYS APPELLATE PROSECUTOR, an Agency of the State of Illinois, hereinafter referred to as the "AGENCY" and BRIAN J. TOWNE, State's Attorney of LaSalle County, for and on behalf of the County of LaSalle, LaSalle County Courthouse, 707 East Etna Road, Room 251, Ottawa, Illinois, 61350, hereinafter referred to as the "CONTRACTOR", hereby as follows:

1. That this Contract is entered into by the AGENCY and the CONTRACTOR pursuant to the authority of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et.seq..
2. That the CONTRACTOR shall provide for the services of two State's Attorney's Investigators to work in the State's Attorney's Felony Enforcement Unit (SAFE UNIT) to enforce drug and drug-related laws in LaSalle County.
3. That as full consideration for providing for the services of the two State's Attorney's Investigators, the AGENCY shall pay the CONTRACTOR the sum of \$72.00 per hour for each State's Attorney's Investigator in an amount not to exceed \$43,200.00, with all funds going to the designated State's Attorney's Investigators.
4. That any State's Attorney's investigator rendering such services shall be a fully authorized law enforcement officer.
5. That the AGENCY shall not incur any liability to the CONTRACTOR nor to any States's Attorney's Investigator rendering such services to pay for any accrued or utilized vacation time, sick time, or compensatory time.
6. That the CONTRACTOR shall have any State's Attorney's investigator rendering such services maintain daily attendance records and case activity reports as required by the AGENCY.
7. That the AGENCY shall make the monthly payment to the CONTRACTOR only upon receipt of a billing statement from the CONTRACTOR and copies of the attendance records and case activity reports of any State's Attorney's investigator rendering such services. The billing statement, attendance records, and case activity reports must be received by the AGENCY no later than the 5th day after the reporting month.
8. That the term of this Contract shall commence on January 16, 2013, and end June 30, 2013, provided however that this Contract may be terminated by either party upon 30 days written notice.
9. That the CONTRACTOR certifies that the CONTRACTOR has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois; nor has the CONTRACTOR made an admission of guilt of such conduct which is a matter of public record. The CONTRACTOR further certifies that no subcontractor shall be utilized in the performance of this Contract.
10. That this Contract is not subject to the State Employee Indemnification Act (5 ILCS 350/1 et seq.).
11. That the CONTRACTOR certifies that the CONTRACTOR is not in violation of any of the provisions of the Illinois Procurement Code; and that should the CONTRACTOR become subject to said provisions, the CONTRACTOR will immediately notify the AGENCY.
12. That the CONTRACTOR certifies that the CONTRACTOR is not in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/1). A partnership shall be barred if any partner is in default on an educational loan.
13. That the CONTRACTOR certifies that the CONTRACTOR has not been barred from bidding on this Contract as a result of a violation of par. 33E-3 or par. 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 5/33E-4).
14. That the CONTRACTOR certifies, that if the CONTRACTOR is a corporation, partnership, or other entity with 25 or more employees at the time of the execution of this Contract, that the CONTRACTOR will provide a drug free work place, and shall comply with the provisions of the Drug Free Work Place Act (30 ILCS 580/1 et seq.) and the Federal Drug Free Workplace Act of 1988.
15. That the CONTRACTOR agrees not to commit unlawful discrimination in compliance with the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.



16. That the CONTRACTOR shall be governed by Illinois law and administrative rules including the Standard Procurement Rules. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims.
17. That the CONTRACTOR agrees to comply with all applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35, 130).
18. That the CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this Contract, or 3 years after closure of CONTRACTOR'S most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Contract; this Contract and all books, records, and supporting documents related to this Contract shall be available for review and audit by the Auditor General, and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above 3-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

19. That the CONTRACTOR shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the CONTRACTOR to verify that persons employed by the CONTRACTOR are eligible to work in the United States.
20. That all Contracts shall contain provisions or conditions that will allow for administrative, contractual or other remedies in instances where contractors violate or breach Contract terms. Such provisions shall provide for such sanctions and penalties as may be appropriate.
21. That the CONTRACTOR agrees to conduct all procurement transactions in a manner to provide, to the maximum extent practical, open and free competition. The CONTRACTOR must use procurement procedures which minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and all applicable executive orders and federal guidelines. No employee, officer or agent of the CONTRACTOR shall participate in the selection or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
22. That the CONTRACTOR certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
23. That the CONTRACTOR certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or a Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or Contract. The CONTRACTOR acknowledges that the AGENCY shall declare this Contract void if this certification is false.
24. That this Contract is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (PA 93-0552.)
25. That the CONTRACTOR certifies in accordance with 30 ILCS 500/50-12 that the CONTRACTOR is not barred from being awarded a Contract under this Section. The CONTRACTOR acknowledges that the AGENCY may declare this Contract void if this certification is false.
26. That the CONTRACTOR shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the CONTRACTOR'S internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the AGENCY upon request. (Public Act 87-1257).



27. That the CONTRACTOR agrees that the AGENCY shall have the right to examine any of the CONTRACTOR'S records which directly relate to the Contract.
28. That the CONTRACTOR agrees to assume all risk of loss and to indemnify and hold the AGENCY harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of actions, fines or judgements, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the AGENCY) because of the CONTRACTOR'S negligent or intentional acts or omissions. In the event that any demand or claim is made or suit is commenced against the AGENCY, the AGENCY shall give prompt written notice thereof to the CONTRACTOR, and the CONTRACTOR shall have the right to compromise or defend the same to the extent of its own interest. The CONTRACTOR agrees to maintain adequate insurance to protect the AGENCY against such risks. The CONTRACTOR also agrees to indemnify and hold the AGENCY harmless should any goods or services provided by the CONTRACTOR infringe upon the patent, copyright, or trade secret of another.
29. That the CONTRACTOR certifies that the CONTRACTOR is not barred from being awarded a Contract under 30 ILCS 500. Section 50-11 prohibits a CONTRACTOR from entering into a Contract with a State Agency if the CONTRACTOR knows or should know that the CONTRACTOR is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a Contract with a state Agency, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The CONTRACTOR further acknowledges that the AGENCY may declare the Contract void if this certification is false or if the CONTRACTOR or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of this Contract.
30. The CONTRACTOR certifies that the CONTRACTOR is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160). Further the CONTRACTOR acknowledges that all Contracts between State Agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).
31. That the CONTRACTOR certifies that the CONTRACTOR or any affiliate, is not barred from being awarded a Contract under 30 ILCS 500/50-11. Section 50-11 prohibits a CONTRACTOR from entering into a Contract with a State Agency if the CONTRACTOR knows or should know that CONTRACTOR, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The CONTRACTOR further acknowledges that the AGENCY may declare the related Contract void if this certification is false.
32. That the CONTRACTOR certifies that the CONTRACTOR is not barred from being awarded a Contract under 30 ILCS 500/50-12. Section 50-12 prohibits a CONTRACTOR from entering into a Contract with a State Agency if the CONTRACTOR, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The CONTRACTOR further acknowledge that the AGENCY may declare the related Contract void if this certification if false.
33. That the CONTRACTOR certifies that the CONTRACTOR is not barred from being awarded a Contract under 30 ILCS 500/50-14. Section 50-14 prohibits a CONTRACTOR from entering into a Contract with the AGENCY if the CONTRACTOR has been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last 5 years. The CONTRACTOR further acknowledges that the AGENCY may declare the related Contract void if this certification is false.
34. That the CONTRACTOR certifies that the CONTRACTOR is not barred from being awarded a Contract under 30 ILCS 500/50-10.5. Section 50-10.5 prohibits a CONTRACTOR from entering into a Contract with a State Agency if the CONTRACTOR, or any officer, director, partner, or other managerial agent of CONTRACTOR, has been convicted within the last 5 years of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if the CONTRACTOR is in violation of Subsection (e). The CONTRACTOR further acknowledges that the AGENCY shall declare this Contract void if this certification is false.
35. That the CONTRACTOR certifies that the CONTRACTOR is not barred from being awarded a Contract under 30 ILCS 500/50-10. Section 50-10 prohibits a CONTRACTOR from entering into a Contract with the AGENCY if the CONTRACTOR has been convicted of a felony and 5 years have not passed from



the completion of the sentence for that felony. The CONTRACTOR further acknowledges that the AGENCY may declare this Contract void if this certification is false.

- 36. That all obligations of the AGENCY shall cease immediately and without penalty of further payment being required, if in fiscal year 2013 and/or 2014, the Illinois General Assembly or Federal Funding Source fails to appropriate or otherwise make available appropriate funds for this Contract.
- 37. That this Contract constitutes the entire agreement between the AGENCY and the CONTRACTOR. Any modifications must be in writing and must be signed by both the AGENCY and the CONTRACTOR. If any provision of this Contract should be found illegal, invalid or void, it shall be considered severable. The remaining provisions shall not be impaired, and this Contract shall be interpreted as far as possible to give effect to the intent of the AGENCY and the CONTRACTOR.
- 38. Under penalties of perjury, the CONTRACTOR certifies that 36-6006612 is CONTRACTOR'S correct Federal Taxpayer Identification Number. The CONTRACTOR is doing business as a (please check one):

Individual  Sole Proprietorship  Partnership  Corporation  Real Estate Agent  Trust or Estate  Government Entity  Not-for-profit Corporation  Tax Exempt Organization (IRC 501(a) only)  Medical and  Health Care Services Provider Corporation.

SIGNED:

SIGNED:



**BRIAN J. TOWNE, STATE'S ATTORNEY OF  
LASALLE COUNTY, FOR AND ON  
AND ON BEHALF OF LASALLE COUNTY,  
LASALLE COUNTY COURTHOUSE  
707 EAST ETNA ROAD, ROOM 251  
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**PATRICK J. DELFINO, DIRECTOR  
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DATE: **January 15, 2013**

**January 15, 2013**