

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGENDA

Called by: Brad Lindmark, Chairman

Members: Aaron Booker, Jean

Crosby, Tim Nabors, Angie Goral,

Kevin McCarthy, Chris Scrol

DATE: WEDNESDAY, MARCH 15, 2023

TIME: 5:30 PM

LOCATION: ROOM 510

COUNTY ADMINISTRATION BLDG

404 ELM STREET

ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of January 18, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Loyola University – Presentation: Focused Deterrence, Year 1
- F. Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and South Beloit Community School District No. 320 for School Resource Officer Program
- G. Resolution to Approve the Purchase of Two-Way Radios for the Animal Services Department Staff with Animal Services Donation Funds
- H. Resolution to Approve the Purchase of Neogov Software with Animal Services Donation Funds
- I. Resolution to Approve Intergovernmental Agreement for the Crisis Co-Responder Team (CCRT) Program
- J. Future Agenda Items
- K. Adjournment

Winnebago County Board
Public Safety and Judiciary Committee Meeting
County Administration Building
404 Elm Street, Room 510
Rockford, IL 61101

Wednesday, January 18, 2023
5:30 PM

Present:

Brad Lindmark, **Chairperson**
Aaron Booker
Angie Goral
Kevin McCarthy
Tim Nabors
Chris Scrol

Others Present:

Marlana Dokken, Director, Chairman's Office of Criminal Justice Initiatives
Ann Johns, Purchasing Department
Chief Patrick Trollop, Harlem Roscoe Fire Protection District
Rick Ciganek, Winnebago County Sheriff's Office
Captain Robert Lukowski, Winnebago County Sheriff's Corrections Office

Absent:

Jean Crosby

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of August 17, September 26 and October 19 and 27, 2022 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Awarding Off-Site Administrative Medical Claims Services
- F. Resolution Awarding Detection and Mitigation of COVID-19 Technology
- G. Resolution Authorizing Service Agreement for Police Services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford
- H. Future Agenda Items
- I. Adjournment

Chairperson Lindmark called the meeting to order at 5:29 PM.

Roll Call.

Chairperson Lindmark yes, Mr. Booker yes. Ms. Goral yes, Mr. Scrol yes, Mr. Nabors yes, Mr. McCarthy yes.

Approval of August 17, September 26 and October 19 and 27, 2022 Minutes.

Motion: Ms. Goral, Second: Mr. Nabors.

Motion passed by unanimous voice vote.

Public Comment.

Chairperson Lindmark omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Patrick Trollop was introduced to the Public Safety & Judiciary Committee as the new Fire Chief to the Harlem-Roscoe Fire Protection District.

Resolution Awarding Off-Site Administrative Medical Claims Services.

Ms. Johns gave background information on the resolution awarding off-site administrative medical claims services to administer a program for inmate medical billing claims. Heritage Health Solutions, Inc. is a national company specializing in Federal and State Prisons and local county jails with off-site medical claims administration. The initial term of the agreement is for 3 years.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Awarding Detection and Mitigation of COVID-19 Technology.

The ISA was awarded a grant through the CDC and the IDPH to implement technology and testing to detect and mitigate COVID-19. The technology will identify the correct individuals are receiving medication. It will assist public safety officers to ensure the correct identification upon intake and release of individuals through the I.R.I.S. Biometric Scan System. The program is connected with 40 counties within the state of Illinois and covers 300 counties nationwide. The grant is 100% managed by the Illinois Sheriff Association and there is no cost to the County for the duration of 4 years.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing Service Agreement for Police Services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford.

The County Sheriff's Department currently provides police protection to the Hard Rock Casino in Rockford. The service agreement is a formal agreement for 1 year.

- A discussion followed on the inference of additional fees for services.

Motion passed by unanimous voice vote.

Future Agenda Items.

- Loyola University is providing an overview of Focused Deterrence Reentry at the March 2023 meeting.
- Tours are available for the Jail, Juvenile Probation/Resource Intervention Center and Juvenile Detention Center.
 - Discussion took place on the Correction facilities and staffing.
- Request for a report on the Federal Inmate Revenue for December 2022 to review at the March 2023 meeting.

- Inmate Medical renews by April 1, 2023 for review at the March 2023 meeting.

Ms. Johns reported an application is available to order business cards for new and current County Board members with the new email addresses. The County covers the cost of the business cards.

Discussion took place on the recent incident at Pinnon's IGA Foods, the neighborhood and the need for the Ring doorbells in the area. Ms. Goral gave some background on the history of the area. Discussion took place on remaining Ring doorbells and submitting an additional ARP request for Ring doorbells.

Adjournment.

Motion made to Adjourn.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant



Resolution Executive Summary

Prepared By: Tammie Stanley
Committee: Public Safety and Judiciary Committee
Committee Date: March 15, 2023
Resolution Title: Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and South Beloit Community School District No. 320 for School Resource Officer Program
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: March 23, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	n/a
If not, explain funding source:			
ORG/OBJ/Project Code:		40115-43150	Budget Impact: n/a

Background Information:

The Winnebago County Sheriff's Office already provides police services to the South Beloit School District. The Winnebago County Sheriff's Office proposes to accept a police-servicing contract with the South Beloit School District for an additional five years.

Recommendation:

Deputy Chief, Tammie Stanley recommends the five year policing agreement.

The Winnebago County Sheriff's Office will provide police services as agreed to the South Beloit School District.

Contract/Agreement: SAO reviewed agreement and recommendations were incorporated.

Follow-Up: The Winnebago County Sheriff's Office will proceed with agreement(s) executions.

County Board Meeting: March 23, 2023

**RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2023 CR _____

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

SPONSORED BY: BRAD LINDMARK

**RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND
SOUTH BELOIT COMMUNITY SCHOOL DISTRICT NO.
320 FOR SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the County of Winnebago, Illinois is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the Board of Education of South Beloit Community Unit School District No. 320 (hereinafter "the School District" or "District") is a duly organized and existing school district and body politic of the State of Illinois; and

WHEREAS, the School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the Winnebago County Sheriff's Office ("Sheriff") provides law enforcement services and has full-time police officers/ deputies on duty on a 24-hour basis; and

WHEREAS, the School District does not have a police force; and

WHEREAS, the School District wishes to have a School Resource Officer available at its schools during the school year; and

WHEREAS, both the County and the School District, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this Intergovernmental Agreement for the hiring and posting of a School Resource Officer provided by the Sheriff; and

WHEREAS, the purpose of this Intergovernmental Agreement is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff, and law enforcement officers; and

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, enter into an Intergovernmental Agreement with the Board of Education of South Beloit Community Unit School District No. 320, attached hereto.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement entered into by Joseph Chiarelli pursuant to the authority granted in this Resolution shall contain substantially the same terms as the Intergovernmental Agreement which is attached to this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Winnebago County Sheriff, Winnebago County Auditor, Treasurer and County Administrator.

Respectfully Submitted,

PUBLIC SAFETY & JUDICIARY COMMITTEE

Agree

Disagree

Brad Lindmark, Chairperson

Brad Lindmark, Chairperson

Aaron Booker

Aaron Booker

Jean Crosby

Jean Crosby

Angie Goral

Angie Goral

Kevin McCarthy

Kevin McCarthy

Tim Nabors

Tim Nabors

Chris Scrol

Chris Scrol

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this _____ day of _____, 2023.

ATTESTED BY:

Joseph V. Chiarelli
Chairman of the County Board
of the County of Winnebago, Illinois

Lori Gummow
Clerk of the County Board
of the County of Winnebago, Illinois

**INTERGOVERNMENTAL AGREEMENT
FOR SOUTH BELOIT
(SCHOOL RESOURCE OFFICER PROGRAM)**

This Intergovernmental Agreement (hereinafter "Agreement") is made this _____ day of _____, 2023 by and between the Board of Education of South Beloit Community Unit School District No. 320 (hereinafter "the School District" or "District") and the County of Winnebago, Illinois (hereinafter "the County") on behalf of the Winnebago County Sheriff's Office (hereinafter "the Sheriff"). The County, the Sheriff, and the School District recognize the benefits of the School Resource Officer Program to the citizens of Winnebago County and particularly to the students of the School District located within the jurisdiction of the County. The goal of this understanding is to provide policing and community-oriented services to the School District.

WITNESSETH:

WHEREAS, Article 7, Section 10 of the Constitution of Illinois 1970, authorizes units of local government to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the School District is a duly organized and existing school district and politic of the State of Illinois. The School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a "unit of local government" as defined in Article 7, section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the County is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the Sheriff provides law enforcement services and has full-time police officers/deputies on duty on a 24-hour basis; and

WHEREAS, the School District does not have a police force; and

WHEREAS, the School District wishes to have a School Resource Officer ("SRO") available at its schools during the school year; and

WHEREAS, the County, Sheriff, and the School District agree and understand that the School Resource Officer is an employee of the Winnebago County Sheriff's Office; and

WHEREAS, both the County and the School District pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this agreement for the hiring and posting of a School Resource Officer.

NOW, THEREFORE, in consideration of the terms herein set forth and the mutual covenants and obligations of the Parties hereto; the School District and the Sheriff agree as follows:

I. INCORPORATION OF RECITALS:

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

II. PARTIES:

This Agreement is entered into by and between the School District and the County on behalf of the Winnebago County Sheriff's Office (herein referred to as "Sheriff"). The District and County are hereinafter collectively referred to as "Party" or "Parties."

III. PURPOSE:

The purpose of the School Resource Officer Program (hereinafter referred to as ("Program")) is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff and law enforcement officers.

IV. FINANCING THE SCHOOL RESOURCE OFFICER PROGRAM:

The District shall compensate the Sheriff for the School Resource Officer's (hereinafter referred to as "SRO") services, as detailed in Appendix A.

Beginning in the 2023-2024 school year and continuing through the 2028-2029 school year, the District shall compensate the Sheriff for the School Resource Officer Program over an annual 10-month period starting in August. The SRO agrees to be available for any necessary District staff training at the beginning of each school year.

It is contemplated that the work hours of the assigned SRO may be modified on days where the SRO's presence is required for evening events, and such evening events may be subject to an overtime rate. All overtime authorized by the District in writing prior to the work will be paid to the

Sheriff by the District at 100% of the overtime hours worked in the Program. The compensation due to the Sheriff from the District will be adjusted on an ongoing basis to reflect the current salary costs of the Sheriff pursuant to its policies and applicable agreements, including any collective bargaining agreement affecting such salary costs.

V. EVALUATION AND FUTURE FUNDING:

Prior to July 1st of each year, and as may be necessary from time to time, the County, Sheriff, and District shall evaluate the effectiveness of the Program and consider whether modifications to the Program are necessary or advisable to accomplish its purpose. The County, Sheriff, and District agree to cooperate and negotiate in good faith in fulfilling the intent of the County, Sheriff, and District concerning continuation of the Program and future funding of the Program by the County, Sheriff, and the District.

VI. RIGHTS AND DUTIES OF THE SHERIFF:

A. The Sheriff shall provide a School Resource Officer within the corporate limits of the City of South Beloit as follows:

1. The Sheriff shall assign one regularly employed police officer to the Program.
2. The Sheriff or designee shall perform scheduled and non-scheduled visits to schools within the District.
3. The School Resource Officer is and shall remain an employee of the Winnebago County Sheriff's Office and shall be supervised through and directed by the Sheriff. All activities of the School Resource Officer shall be undertaken as an employee of the Winnebago County Sheriff's Office pursuant to all applicable laws and Sheriff's Department rules, regulations, policies and procedures.
4. Regular Duty Hours of the SRO.
 - A. The SRO shall be regularly assigned to the Program when school is in session on weekdays, but not during summer school, from 7:36 a.m. to 4:00 p.m. on all days of student attendance. The SRO may also be in attendance, as necessary, pre-approved by the District and at an overtime rate, to i) testify at student discipline or expulsion hearings as requested; ii) attend school and District in-service training and iii) attend parent, faculty, student, administration and

other meetings to provide information regarding the SRO Program (to the extent such programs fall outside the regular duty hours of the SRO.

- B. The SRO may be temporarily reassigned by the Sheriff during a law enforcement emergency or to participate in mandatory police training as determined by the Sheriff's Office. In such event, the compensation paid by the District to the Sheriff shall be proportionately reduced.
- C. If the SRO assigned to the School District is absent on vacation, sick time, training days, time coming leave, personal days off, military training or other authorized absences, there shall be no replacement unless preapproved by the School District. The Sheriff will provide the District with the costs of a replacement, except as herein provided in paragraph 3 of Appendix A, which is incorporated herein and attached hereto.

5. Duties, Obligations and Procedures of the SRO.

The SRO shall/will:

- A. Wear the established patrol uniform unless special circumstances require other form of dress.
- B. Provide classroom presentations when requested by a teacher on such topics as the role of policing in the community, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement and youth programs.
- C. Participate in discussions to establish rapport with students.
- D. Take appropriate law enforcement action as required by law and Sheriff's Department rules, regulations, policies and procedures.
- E. Notify the school principal as soon as practical of any violations or actions which impact the school discipline, order or safety and such other violations and actions as the District Superintendent/principal reasonably requests to be reported. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to the District Policies, Sheriff's Department rules, regulations, policies and procedures, and legal requirements with regards to such interviews.

- F. Obtain prior permission, advice and guidance from the District Superintendent/principal before enacting any law enforcement program with the District.
- G. Provide assistance to school administrators, faculty, and staff, upon request, in developing emergency procedures and emergency management plans to include prevention and/ or minimization of dangerous situations which may result from student unrest or unauthorized intruders.
- H. Be familiar with District Policies, including the District's Code of Conduct.
- I. Develop a rapport with students and a working relationship with student organizations, faculty, staff members, District administrators and community members.
- J. Coordinate efforts with campus supervisory personnel, i.e., campus supervisors, hall monitors, parking attendants, and building security personnel.
- K. Maintain detailed, accurate and up to date records as agreed by the Sheriff and District Superintendent/principal.
- L. Attend, whenever possible, school and District in-service training as recommended by the District Superintendent/principal.
- M. Perform other duties which will promote the purposes of the SRO Program and which are mutually agreed upon by the District Superintendent/ principal and the Sheriff.
- N. Any additions to the above duties, obligations and procedures must be mutually agreed upon by the Sheriff and the District Superintendent. These protocols may be modified or amended at any time by unanimous written agreement of the Parties.

VII. RESPONSIBILITIES OF THE SCHOOL DISTRICT:

The District shall provide to the full-time School Resource Officer the following materials and facilities, which are deemed necessary to the performance of the SRO Program.

- 1. A private office or area at each school within the District furnished with a desk and office furniture, including a secured cabinet, to conduct

matters of confidential business and shall be provided access to student records if necessary.

2. The District shall provide the books, handout material, or other materials necessary to support the SRO's teaching curriculum.
3. The SRO shall not be expected or asked to detain or take into physical custody any student who has only violated District Policies or to enforce District Policies. The SRO will not discipline students pursuant to any District Policies, including the District's Code of Conduct. All disciplinary authority lies within the District. It shall be understood and agreed that an SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense. The SRO shall not be used for regular assigned lunchroom duties, hall monitoring or other monitoring duties.
4. The District shall purchase and pay for the operating costs of one marked patrol car, including but not limited to, fuel, oil changes, licensing, washing, and all other reasonable and necessary maintenance and repairs.

VIII. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER:

The School Resource Officer shall remain an employee of the Winnebago County Sheriff's Office and shall not be deemed an employee of the District. The District and the Sheriff acknowledge that the School = Resource Officer is a law enforcement officer who shall uphold the law under the direct supervision and control of the Sheriff. The School Resource Officer shall remain responsive to the chain of command of the Sheriff's Department.

The District's Superintendent has the rights and responsibilities to report any alleged misconduct, non-compliance with the District's Policies or other questionable behavior on the part of the School Resource Officer to the Sheriff. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone.

IX. LIABILITY AND INDEMNIFICATION:

It is the intent of the parties that the SRO is an employee of the Sheriff's Department. The County and/or Sheriff agree to defend, indemnify, and hold the District harmless from any employment claims brought by the SRO, including but not limited to: lawsuits or administrative actions

alleging discrimination, civil rights violations, noncompliance with employment statutes, workers' compensation, improper salary withholding, improper overtime reimbursement, or improper income tax withholding.

The District shall indemnify and hold harmless the County and/ or Sheriff against any and all losses, liabilities, damages, claims, suits, costs, actions, expenses, or judgements, including reasonable attorney's fees, as a result of the negligent, willful, or wanton acts of the District and/ or the District's employees in connection with or as a result of this Agreement.

Nothing in this Agreement is intended to constitute nor shall constitute limitation or waiver of the defenses available to the Sheriff and the District, including those under the Tort Immunity Act.

X. DISMISSAL OF SCHOOL RESOURCE OFFICE; REPLACEMENT

1. In the event the District Superintendent believes that an SRO is not effectively performing his/her duties and responsibilities, the Superintendent shall notify the Sheriff's Office. A meeting shall be conducted with the SRO in order to informally mediate or resolve any problems. If the continued assignment of the SRO is unacceptable to the District following the meeting, a different SRO shall be assigned by the Sheriff.
2. The Sheriff, at his/her sole discretion, may dismiss, reassign or transfer the School Resource Officer based on departmental rules, regulations, administrative reasons, departmental directives, and/ or collective bargaining agreements or when it is in the best interest of the Sheriff's Office to do so.
3. In the event of resignation, dismissal, reassignment, or transfer of the School Resource Officer the Sheriff shall provide a temporary replacement of the School Resource Officer in a timely and efficient manner. A permanent replacement for the School Resource Officer shall be made as soon as practical. The District understands that the process to hire and train a qualified SRO is time-consuming. In the event that the Sheriff is unable to provide an assigned SRO under this Agreement, including cases of the SRO's resignation, dismissal, reassignment or transfer, the compensation paid by the District to the Sheriff during regular school term while school is in session shall be reduced proportionately.

XI. CONFIDENTIALITY

In pursuit of the goals and objectives previously stated, the Sheriff and the District intend to share information under this Agreement subject to:

- *Family Education Rights and Privacy Act* (20 U.S.C. § 1232g; 34 CFR Part 99)
- *Illinois School Student Records Act* (105 ILCS 10/6)

- *Illinois Juvenile Court Act of 1987 "Law Enforcement Records" (705 ILCS 405/5-905) and their respective rules and regulations.*

The County, Sheriff, and the District may communicate to the general public through newspaper, electronic, and other media regarding the services provided by the SRO under this Agreement; provided, however, that any communication shall not disclose student record information, unless such disclosure is permitted or required by law.

XII. TERM OF AGREEMENT AND TERMINATION:

This Agreement shall be effective upon the date stated in Section XVIII and shall remain in effect for a period of five (5) years from that date or until terminated by either the County or the District, as detailed below. However, the District will not be required to compensate the Sheriff until the SRO commences work in the District pursuant to the Program.

This Agreement may be terminated with or without cause, at the sole discretion of either the County or the District, by the County or District giving ninety (90) days written notice to the other Party.

For purpose of notice, the addresses of the parties are as follows:

If to the County:

Winnebago County Administrator
Winnebago County Administration Building
404 Elm Street
Rockford, IL 61102

If to Sheriff:

Winnebago County Sheriff
Winnebago County Justice Center
650 W. State Street
Rockford, IL 61102

If to School District:

Superintendent of Schools
South Beloit Community Unit
School District No. 320
850 Hayes Ave.
South Beloit, IL 61080

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

XIII. GOOD FAITH:

The County, Sheriff, and District, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The County, Sheriff, and District agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties, which may arise by good faith negotiations before resorting to any litigation.

XIV. MODIFICATION

This document constitutes the full understanding of the County, Sheriff, and District, and no terms, conditions, understanding or agreement purported to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the affected Parties.

XV. DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement nor any act of the County, Sheriff, and District, shall be deemed or construed by the County, Sheriff, and District or by third persons to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County, Sheriff or the District.

XVI. COUNTERPART

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

XVII. BINDING AUTHORITY

The individuals executing this Agreement on behalf of the County, Sheriff, and the District represent that they have the legal power, right, and actual authority to bind their respective party to the terms and conditions of this Agreement.

This Agreement entered into by the County by Resolution at the regular meeting of the County Board of the County of Winnebago, Illinois in compliance with the Open Meetings Act.

XVIII. EFFECTIVE DATE:

This Agreement is effective upon the date of the last Party to sign.

IN WITNESS WHEREOF, the undersigned Parties hereby place their hand and seal on the dates hereinafter set forth.

**Board of Education of South
Beloit Community Unit School
District No. 320**

By: _____
President

Winnebago County Sheriff's Office

By: _____
Gary Caruana
Winnebago County Sheriff

Date: _____

Attest: _____
Secretary

Date: _____

County of Winnebago, Illinois

By: _____
Joseph V. Chiarelli
Chairman of the County Board
of the County of Winnebago,
Illinois

Attest: _____
Lori Gummow
Clerk of the County Board
of the County of
Winnebago, Illinois

Date: _____

Appendix A

Pursuant to *Section IV. Financing the School Resource Officer Program* of the MOU, the Parties agree to the following compensation terms:

1. Other than as specified in paragraph 3, below, the amount payable by the District for the SRO for the 2023-2024 school year will not exceed \$108,100.32.
2. The parties agree that for the 2024-2025 school year, this MOU shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Winnebago County Sheriff's Office in its performance under this MOU by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between Winnebago County and its' Deputy Sheriffs. In no event will the District's costs exceed five percent (5%) from the prior year.
3. The parties agree that for the 2025-2026 school year, this MOU shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Winnebago County Sheriff's Office in its performance under this MOU by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between Winnebago County and its' Deputy Sheriffs. In no event will the District's costs exceed five percent (5%) from the prior year.
4. The parties agree that for the 2026-2027 school year, this MOU shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Winnebago County Sheriff's Office in its performance under this MOU by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between Winnebago County and its' Deputy Sheriffs. In no event will the District's costs exceed five percent (5%) from the prior year.
5. The parties agree that for the 2027-2028 school year, this MOU shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Winnebago County Sheriff's Office in its performance under this MOU by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between Winnebago County and its' Deputy Sheriffs. In no event will the District's costs exceed five (5) percent from the prior year.

6. In order to continue coverage when the assigned SRO is on vacation, etc., pursuant to Section VI, Paragraph 4.C., in this agreement, overtime may be necessary to hire back another deputy for coverage. In the event this is necessary for the 2023-2024 school year, such overtime costs payable by the District shall not exceed \$16,500.00 In the event overtime is necessary with said continued coverage for the 2024-2028 school year, said overtime amount shall be negotiated by the Sheriff and the District.
7. Payments for such services shall be billed and made quarterly.



Resolution Executive Summary

Prepared By: Animal Services Department

Committee: Public Safety & Judiciary

Committee Date: March 15, 2023

Resolution Title: Resolution to Approve the Purchase of Two-Way Radios for the Animal Services Department Staff with Animal Services Donation Funds

County Code: Chapter 14 – Animal Control Ordinance

Board Meeting Date: March 23, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$5,530
If not, explain funding source: Animal Services Donation Fund			
ORG/OBJ/Project Code: 83000/42290		Budget Impact: No impact on operations budget	

Background Information: It is important that the staff in various areas of the building be able to quickly and effectively communicate with staff in other areas of the facility. Much of the work of department staff takes place away from a desk and phone. This is especially true of the animal care staff/management and the staff who are attempting to reach them with relevant information. Management was asked to investigate the possibility of adding two-way radios. After working with the IT department to evaluate options for radios, the following advantages of two-way radios were observed:

- Improved communication. Two-way radios allow staff members to communicate quickly and easily without the need for phone calls or trips to another part of the facility.
- Increased efficiency. With two-way radios, staff can coordinate tasks more efficiently and complete their work more quickly and with greater accuracy.
- Enhanced safety. Two-way radios can be especially helpful in emergency situations, allowing staff members to quickly communicate with each other and coordinate a response. Currently this is accomplished by use of a body-worn panic button which sounds a general alarm in case of emergency. That alarm, however, does not tell where or what the emergency is.

The IT department has coordinated a quote from Rock River Service Company to provide 11 two-way radios and charging stations. Rock River Service Company's pricing also includes a three year warranty, three years of support, and performance any required programming.

Recommendation: Approve the use of animal services donation funds to acquire two-way radios and charging stations.

Contract/Agreement: Quote is included here.

Legal Review: NA

Follow-Up: If approved, department will coordinate a purchase order to Rock River Service Company to purchase equipment utilizing department donation funds as the funding source.



RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Brad Lindmark, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

**RESOLUTION TO APPROVE THE PURCHASE OF TWO-WAY RADIOS FOR THE
ANIMAL SERVICES DEPARTMENT STAFF WITH ANIMAL SERVICES DONATION FUNDS**

WHEREAS, the County of Winnebago Animal Services Department (Animal Services) desires to purchase two-way radios for its staff in order to improve communication, increase efficiency and enhance safety within its facility; and

WHEREAS, Animal Services and the IT Department have coordinated a quote from Rock River Service Company to provide 11 two-way radios and charging stations; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois has reviewed the quote with Rock River Service Company, Resolution Exhibit A and recommends its approval.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago, Illinois will issue a Purchase Order with Rock River Service Company in the amount of FIVE THOUSAND FIVE-HUNDRED AND THIRTY DOLLARS (\$5,530.00).

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Administrator of the Winnebago County Animal Services Department, Director of Purchasing, Finance Director, County Board Office and County Auditor.

**Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE**

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



Rock River Service Company

COMMUNICATIONS CENTER OF ROCKFORD | ACCESS CONTROL SYSTEMS
2222 Charles Street • Rockford, Illinois • 815-226-1280

February 7, 2023

Brett Frasier
Winnebago County Animal Services

Brett,

Please find the following quote radios. The SL300 includes a holster w/belt clip and hand strap. Both can be attached to the radio at the same time. They also include programming & 3 year warranty. I also added some charging options. I didn't add audio accessories because they don't work particularly well with these units (I recommend bluetooth on a slightly different model if you need audio accessories). These units work well and are very light.

- | | |
|--|--------|
| • 11 X Motorola SL300 kits @ \$458 each | \$5038 |
| • 6 X Motorola SL300 single charger @ \$44 | \$264 |
| • 1 X Motorola SL300 Multi charger (6) | \$228 |
| • Total - \$5530 | |

Sincerely,

Dave Carter
RRSC





Resolution Executive Summary

Prepared By: Animal Services Department

Committee: Public Safety & Judiciary

Committee Date: March 15, 2023

Resolution Title: Resolution to Approve the Purchase of Neogov Software with Animal Services Donation Funds

County Code: Chapter 14 – Animal Control Ordinance

Board Meeting Date: March 23, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: \$10,182.50 first year, \$14,453.25 second year
If not, explain funding source: Animal Services Donation Fund	
ORG/OBJ/Project Code: 83000/42210	Budget Impact: No impact on operations budget

Background Information: NeoGov is a leading provider of software solutions for government/public sector entities and offers two modules which would meet this need. Additionally, NeoGov offers a product known as GovernmentJobs.com which is a subscription-based hiring site specifically built for those seeking work at a public sector employer such as county government. After viewing demos of the NeoGov software solutions (as well as solutions from other providers), the department is interested in purchasing and implementing the following solutions from NeoGov:

- **PowerPolicy.** This software will streamline and standardize our policy management and create a central location for storing and updating policies. The system will allow us to quickly communicate new or updated policy changes to staff and provide an audit trail that tracks policy changes and employee acknowledgements.
- **Perform.** This software will streamline the performance review process and make it easier for managers and staff to set and track goals, provide feedback, and conduct performance appraisals. Performance appraisal templates can be customized to ensure that they meet department needs and so that managers can track performance trends and identify areas for improvement.
- **GovernmentJobs.com.** This tool is a hiring platform designed specifically for the needs of public sector agencies like animal services. For the department, it will provide job posting, resume management, and applicant tracking. We will be placing our open positions on a website seen by those job-seekers looking specifically for work within the public sector.

There is a significant discount of 50% for year one of working with NeoGov. A two-year agreement is required to take advantage of that discount. Pricing is as noted on the quotes attached and is summarized here:





Resolution Executive Summary

Product name	Year 1 Price	Year 2 Price
PowerPolicy	\$2,946.50	\$6,187.65
PowerPolicy Setup	\$1,500	\$0
Perform	\$3,536	\$7,426
Perform Setup	\$1,800	\$0
GovernmentJobs.com	\$400	\$840
Total	\$10,182.50	\$14,453.25

Recommendation: Approve the use of animal services department donation funds to purchase two years of the NeoGov software solutions as quoted.

Contract/Agreement: Quote is included here.

Legal Review: NA

Follow-Up: If approved, department will coordinate a purchase order to NeoGov utilizing department donation funds as the funding source and begin the process of onboarding the software solution.



RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Brad Lindmark, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

**RESOLUTION TO APPROVE THE PURCHASE OF NEOGOV SOFTWARE
WITH ANIMAL SERVICES DONATION FUNDS**

WHEREAS, the County of Winnebago Animal Services Department desires to purchase two (2) years of NeoGov software for policy management, streamline the performance review process and assist with hiring processes; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois has reviewed the quote with NeoGov, Resolution Exhibit A and recommends its approval.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago, Illinois will issue a Purchase Order with NeoGov in the total amount of TWENTY-FOUR THOUSAND SIX-HUNDRED AND THIRTY-FIVE DOLLARS AND SEVENTY-FIVE CENTS (\$24,635.75).

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Administrator of the Winnebago County Animal Services Department, Director of Purchasing, Finance Director, County Board Office and County Auditor.

**Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE**

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



NEOGOV

HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

Exhibit A Order Form

NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Riley Bailey

Winnebago County Animal Services (IL)
4517 N Main St
Rockford, IL 61103
USA

Quote Valid From: 2/7/2023
Quote Valid To: 3/31/2023

Quote Number: Q-09117
PaymentTerms: Annual,Net 30
Subscription Term in Months: 24

Employee Count: 37
Order Summary

Year 1

Service Description	Start Date	End Date	Discount	Term Price
Perform Subscription			50%	\$3,536.00
Year 1 TOTAL:				\$3,536.00

Year 2

Service Description	Start Date	End Date	Discount	Term Price
Perform Subscription				\$7,425.60
Year 2 TOTAL:				\$7,425.60

Year 1

Service Description	Start Date	End Date	Discount	Term Price
Perform Setup			50%	\$1,800.00
Year 1 TOTAL:				\$1,800.00

ORDER TOTAL:

\$12,761.60



A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

**"Winnebago County
Animal Services (IL)"**

Signature:

Print Name:

Date:



NEOGOV

HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

Exhibit A Order Form

NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Riley Bailey

Winnebago County Animal Services (IL)
4517 N Main St
Rockford, IL 61103
USA

Quote Valid From: 2/1/2023
Quote Valid To: 3/31/2023

Quote Number: Q-09030
PaymentTerms: Annual,Net 30
Subscription Term in Months: 24

Employee Count: 37
Order Summary

Year 1

Service Description	Start Date	End Date	Discount	Term Price
PowerPolicy Subscription			50%	\$2,946.50
Governmentjobs.com Subscription			50%	\$400.00
Year 1 TOTAL:				\$3,346.50

Year 2

Service Description	Start Date	End Date	Discount	Term Price
PowerPolicy Subscription				\$6,187.65
Governmentjobs.com Subscription				\$840.00
Year 2 TOTAL:				\$7,027.65

Year 1

Service Description	Start Date	End Date	Discount	Term Price
PowerPolicy Setup			50%	\$1,500.00
Year 1 TOTAL:				\$1,500.00

ORDER TOTAL:

\$11,874.15

DRAFT

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

**"Winnebago County
Animal Services (IL)"**

Signature:

Print Name:

Date:



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: March 15, 2023
Resolution Title: Resolution to Approve Intergovernmental Agreement for the Crisis Co-Responder Team (CCRT) Program
County Code: N/A
Board Meeting Date: March 23, 2023
Budget Information:

Was item budgeted? Yes	Amount: \$ n/a
If not, explain funding source: City of Rockford/Mental Health Grant	
ORG/OBJ/Project Code: various	

Background Information:

The County of Winnebago, City of Rockford, City of Loves Park and Rosecrance entered into an intergovernmental agreement for the Crisis Co-Responder Team (CCRT). This team of law enforcement officers teamed with mental health professionals, known as CCRT, respond to certain calls for service involving individuals experiencing mental health crisis; the CCRT also provides follow up services to individuals subsequent to emergency calls to connect those individuals with appropriate mental health or substance use disorder treatment. The Winnebago County Community Mental Health Board approved funding for the Program in the amount of \$1,831,547.21 for the period of June 1, 2022 to May 31, 2023. The City of Rockford has already applied for grant funding for 2023-2024.

Recommendation:

The County should continue with this successful program helping citizens of Winnebago County who experience mental health issues.

Contract/Agreement: Attached

Legal Review: Agreement was reviewed by State's Attorney's Office

Follow-Up: Execution of Intergovernmental Agreement

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Brad Lindmark, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

RESOLUTION TO APPROVE INTERGOVERNMENTAL AGREEMENT FOR THE CRISIS CO-RESPONDER TEAM (CCRT) PROGRAM

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the County of Winnebago (County), City of Rockford (Rockford), and City of Loves Park (Loves Park) are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, since 2021 and with grant funding from the Winnebago County Community Mental Health Board, the County, Rockford, Loves Park, and Rosecrance have partnered in the Crisis Co-Responder Team (CCRT), in order to respond to certain calls for service involving individuals experiencing mental health crisis; and

WHEREAS, the County, Rockford, Loves Park and Rosecrance have agreed to a contract renewal for service that runs through May 31, 2023, but automatic renews each year unless otherwise terminated by any party, for services outlined in Attachments A, B, and C; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois has reviewed the Intergovernmental Agreement and recommends its approval.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is hereby authorized and directed to execute, on behalf of the County of Winnebago, Illinois, an Intergovernmental Agreement for the Crisis Co-Responder Team (CCRT) Program between the County of Winnebago, City of Rockford, City of Loves Park and Rosecrance.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Sheriff, Corrections Captain, Director of Purchasing, Finance Director, County Board and County Auditor.

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTACHMENT A

INTERGOVERNMENTAL AGREEMENT FOR THE CRISIS CO-RESPONDER TEAM (CCRT) PROGRAM

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this 1st day of June, 2022 (“Effective Date”), by and between the CITY OF ROCKFORD, and Illinois municipal corporation (“Rockford”), the CITY OF LOVES PARK (“Loves Park”), the COUNTY OF WINNEBAGO, an Illinois body politic (“County”), and ROSECRANCE, INC. an Illinois not for profit corporation (“Rosecrance”). Rockford, County, and Rosecrance are collectively referred to herein as “Parties” or individually as a “Party”.

RECITALS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the County of Winnebago, City of Rockford, and City of Loves Park are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, Rockford and Rosecrance previously entered into an agreement for a pilot program for crisis counseling services, called the Crisis Co-Responder Team (“CCRT”) Program and (the “Program”); and

WHEREAS, under the pilot program, law enforcement officers teamed with mental health professionals, known as CCRTs, to respond to certain calls for service involving individuals experiencing mental health crisis; and

WHEREAS, the CCRTs also provided follow up services to individuals subsequent to emergency calls in order to connect those individuals with appropriate mental health or substance use disorder treatment; and

WHEREAS, the Parties hereto applied to the Winnebago County Community Mental Health Board (“WCCMHG”) for funding to expand the program with Rockford as the lead agency; and

WHEREAS, each Party submitted their agency budget as part of the application, which are attached hereto; and

WHEREAS, the WCCMHB approved funding for the Program in the amount of \$1,831,547.21 for the period of June 1, 2022 to May 31, 2023; and

WHEREAS, Rockford and the WCCMHB have entered into a Work Plan Agreement and Funding Agreement dated June 1, 2022 (Exhibit A) setting forth the terms and conditions of the grant award by and between them; and

ATTACHMENT A

WHEREAS, the Work Plan Agreement and Funding Agreement require compliance with the budgets submitted with the grant application; and

WHEREAS, the purpose of this Agreement is to establish the terms, conditions, roles, and responsibilities of the Parties under the Program; and

WHEREAS, the Parties will work cooperatively with each other and the WCCMHB to ensure compliance with the terms and conditions of the Work Plan Agreement and Funding Agreement.

Now, therefore, in consideration of the above recitals, and the mutual covenants, terms, and provisions contained herein, the Parties agree as follows;

I. INCORPORATION OF RECITALS

The matters recited above are hereby incorporated into and made a part of this Agreement.

II. PROGRAM

- A. All Parties shall provide the services as set forth and agreed to in the Work Plan Agreement and Funding Agreement (Exhibits A and A1). Notwithstanding the foregoing, the law enforcement officers assigned to the CCRT shall be strictly limited to the duties and responsibilities within their respective scope of authority as sworn peace officers and are not responsible for mental health care, mental health counseling, drug counseling or any other activity not within their scope.

III. COMPLIANCE WITH BUDGET

- A. All Parties agree to appropriate use of grant funds in accordance with the budget approved by the WCCMHB (Exhibit B).
- B. Any amendments to the budget must be approved first by all Parties, then by the WCCMHB, in accordance with the Funding Agreement.

IV. OPERATIONS

- A. All personnel identified in the Work Plan Agreement (Exhibit A) as “Police Officer or Deputy” or “Police Detective” may exercise their powers as peace officers within the jurisdictional boundaries of any participating Party for the purpose of creating coverage of the Program within unincorporated Winnebago County, the City of Rockford, and the City of Loves Park.
- B. Rosecrance shall be responsible for the compilation, retention, and reporting of data as required by the WCCMHB’s reporting requirements. Rockford, Loves Park and County shall assist Rosecrance in the collection and reporting of data and with any requests relating to data in a timely manner.
- C. Rosecrance shall establish an on-call presence and be prepared to respond to a mental health crises twenty-four (24) hours a day, seven (7) days a week by using existing crisis response services.
- D. All Parties shall endeavor to establish best practices with the WCCMHB related to hours of operations and services for the betterment of the community with the goal of providing service twenty-four (24) hours a day, seven (7) days per week.

ATTACHMENT A

- E. CCRTs shall make contact with at least three (3) community providers per month about the Program as defined by Exhibit A. Said contacts shall be cumulative amongst the entire Project and all Parties need not be in attendance for a contact to count towards the three (3) monthly contacts.
- F. The CCRT Teams shall provide at least one (1) quarterly public training on mental health or substance use disorder. This requirement shall not bar the CCRT Teams from providing more than one (1) training per quarter. Providing two (2) trainings in one (1) quarter does not alleviate a required training in a subsequent quarter. The trainings shall be held in a public location and follow all health and safety guidelines currently enforced by the Winnebago County Health Department.
- G. All Parties shall attend the WCCMHB Learning Network Collaborative meetings and any other meetings required by the WCCMHB.

V. CLINICAL RECORDS AND HIPPA

Rosecrance shall keep clinical records and those records shall be maintained in accordance with the *Health Insurance Portability and Accountability Act* (HIPPA), 42 USC § 1320d-8; 45 CFR Part 164 (privacy and security provisions); the *Alcoholism and Drug Abuse and Dependency Act*, 20 ILCS 300/1-1 et seq., the *Illinois Mental Health and Developmental Disabilities Confidentiality Act*, 740 ILCS 110/1 et seq.; and the *Federal Regulations on Confidentiality of Alcohol and Drug Abuse Patient Records* (42 U.S.C. 290dd-2 and its implementing regulation, 42 CFR Part 2). No information will be released from these records or about the services provided by Rosecrance, except in accordance with applicable law or the written consent of the client.

In order to facilitate the evaluation of the program, the Parties will share aggregate data for the purposes of determining program impact, subject to compliance with all applicable confidentiality and privacy laws. The Parties shall enter into any necessary HIPAA compliant agreements to facilitate the transfer of data.

VI. PAYMENT

Payment for the work done under the Program shall be enacted as follows:

- A. Personnel salaries and equipment shall be paid for by and through the grant program budget subject to approval by the WCCMHB.
- B. All Parties shall submit to Rockford their expenses in the format required by the Rockford Finance Department.
- C. Rockford shall compile all expenses and submit them to the WCCMHB for approval. Upon approval, Rockford shall take receipt of all funds being reimbursed by the WCCMHB. Rockford shall then appropriately disburse those funds to the Parties within (30) days of receipt of funds.
- D. Should the WCCMHB fail to approve an expense by a Party, Rockford will not be liable for any expenses incurred by any other Party.
- E. Rosecrance shall not bill any of the Parties for any services provided to citizens under the Program. Should Rosecrance enroll a citizen who was engaged by the CCRT in additional series, Rosecrance shall bill the person or their third-party payer for those continued services as appropriate and in accordance with all Rosecrance policies.
- F. The Parties agree to work collaboratively to seek and secure funding for the continued operation of the Program.

ATTACHMENT A

VII. TERMINATION

Notwithstanding any other provision hereof, Rockford, Loves Park, County, and Rosecrance may terminate this Agreement without penalty at any time for convenience or any other reason upon thirty (30) days prior written notice to each other Party. Should a Party opt to terminate the Agreement that Party shall be liable to all other Parties for any expenses not reimbursed by the WCCMHB due to the termination, unless the reason for termination is a change in the Work Plan. In the event of termination due to a change in the Work Plan, the Parties shall not be liable to each other for expenses incurred due to the termination.

VIII. TERM

The term of this Agreement shall be June 1, 2022 to May 31, 2023. The term shall renew each year thereafter unless any party terminates the Agreement as set forth herein.

IX. BREACH

If any Party violates or breaches any term of the Agreement, such violation or breach shall be deemed to constitute a default, and the other Parties have the right to seek such administrative contractual, legal, or equitable remedies as may be suitable to the violation or breach; and, in addition if either Party, by reason of any default, fails within fifteen (15) days after notice thereof by the other Parties to comply with the conditions of this Agreement, this Agreement may be terminated by a majority of the remaining Parties.

X. INDEMNIFICATION

Each Party agrees to indemnify each other Party and its officers, directors, employees, contractors, and agents (collectively, "representatives") from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any claim, suit, proceeding, or cause of action (each, a "Claim") brought by a Third Party against a Party or its Representatives based on: (a) breach of any applicable Law by such Indemnifying Party occurring in furtherance of Program goals, or (b) negligence or willful misconduct by such Indemnifying Party or its respective employees, contractors, or agents occurring in furtherance of Program goals. The indemnification provisions herein shall not constitute a waiver by any party of their right to assert a defense based on a statutory or legal immunity.

XI. INSURANCE

- A. Comprehensive Liability: Rosecrance shall provide, pay for and maintain in effect, during the term of this Agreement, a policy of comprehensive general liability insurance with limits of at least \$1,000,000 aggregate for bodily injury and \$1,000,000 aggregate for property damage. Rosecrance shall deliver to Rockford a certification of Insurance naming Rockford as an additional insured. The policy shall not be modified or terminated without thirty (30) days prior written notice to Rockford.
- B. Comprehensive Automobile Liability. Rosecrance shall maintain Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired motor vehicles with limits of not less than \$500,000 per occurrence for damage to property.
- C. Combined Single Limit Policy. The requirements for insurance coverage for the general liability and auto exposures may be met with a combined singled limit of \$1,000,000 per occurrence subject to a \$1,000,000 aggregate.
- D. Professional Liability. Rosecrance shall carry Professional Liability Insurance covering claims resulting from error omissions, or negligent acts with a combined single limit of not less than \$1,000,000 per occurrence. A Certificate of Insurance shall be submitted to the

ATTACHMENT A

Finance Director as evidence of insurance protection. The policy shall not be modified or terminated without thirty (30) days prior written notice to the Finance Director.

XII. SEVERABILITY

The Parties intend and agreed that, if any paragraph, sub-paragraph, phrase, clause, or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

XIII. HEADINGS

The headings of several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

XIV. MODIFICATIONS OR AMENDMENT

This Agreement and its exhibits constitutes the entire Agreement of the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the Parties. Each Party agrees that no representations or warranties shall be binding upon the other Party unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

XV. APPLICABLE LAW

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the 17th Judicial Circuit Court of Winnebago County, Illinois.

XVI. NEWS RELEASES

No Party shall issue any news releases about the CCRT without prior approval from all other parties, nor will any Party make public proposals developed under this Agreement without written approval from all other parties, prior to said documentation becoming matters of public record.

XVII. NOTICES

All notices, reports, and documents required under this Agreement shall be in writing and shall be mailed by First Class Mail, postage prepaid, addressed as follows:

A. As to City:
Chief of Police
City of Rockford Police Department
557 S. Newtown Dr.
Rockford, IL 61108

B. As to Rosecrance:
David Gommel
President, Rosecrance
1021 N. Mulford Rd.

ATTACHMENT A

Rockford, IL 61107

C. As to Loves Park:
Chief of Police
Loves Park Police Department
540 Loves Park Dr.
Loves Park, IL 61111

D. As to County:
Sheriff Gary Caruana
Winnebago County Sheriff's Office
Rockford, IL 61107

XVIII. COMPLIANCE WITH LAWS

Notwithstanding any other provision of this Agreement it is expressly agreed and understood that in connection with the performance of this Agreement, each Party shall comply with all applicable federal, state, city, and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety, privacy, collective bargaining provisions, and legal status of employees.

XIX. NON-SOLICITATION

During the Term of this Agreement and for one (1) year following the expiration or termination of this Agreement for any reason, the Parties agree to not solicit or hire directly or indirectly any of the other Parties' employees who provided services pursuant to this Agreement without the prior written consent of the affect party. This Section shall survive termination or expiration of this Agreement.

XX. EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. For the purposes of executing this Agreement, any signed copy of this Agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any Party on a copy of this Agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this Agreement shall be considered to have the same binding legal effect as an original document. At the request of either Party any fax or e-mail copy of this Agreement shall be re-executed by the Parties in an original form. No Party to this Agreement shall raise the use of fax machine or e-mail as a defense to this Agreement and shall forever waive such defense.

City of Rockford,
An Illinois municipal corporation

City of Loves Park,
an Illinois municipal corporation

County of Winnebago,
An Illinois body politic

Rosecrance,
an Illinois not-for-profit corporation

ATTACHMENT A

ATTACHMENT B

Winnebago County Community Mental Health Board Funding Agreement

THIS AGREEMENT (the "Agreement") is between the Winnebago County Community Mental Health Board (hereafter "WCCMHB") and City of Rockford(hereinafter "Provider") for a term commencing June 1, 2022 and ending May 31, 2023 (hereafter "Program Year").

1. SERVICES AND BILLINGS. The Provider shall furnish the programs and/or services set forth in the work plans (the "Work Plan") and/or special conditions (the "Special Conditions") attached hereto as Exhibit A and Exhibit B and incorporated by reference herein, (hereafter the "Services").

A. Grant Funding: The funding for the Services pursuant to this Agreement is an expenditure-based grant. The WCCMHB will reimburse the Provider for approved expenses set forth in the program budget portion of the Work Plan. Provider must provide WCCMHB and maintain source documents for each revenue and expense.

i. Revenue: Source documents for Provider's revenue shall include financial statements documents revenues generated from other sources received for the Services.

ii. Staff Time: Source documents for Provider's time for dedicated staff shall include a statement that all time was spent on the Services and shall be signed by the dedicated staff member or the dedicated staff member's supervisor. Source documents for Provider's time for non-dedicated staff shall include timesheets documenting time spent on the Services.

iii. Direct Costs: Source documents for direct costs shall include invoices of expenses or equivalent evidence.

iv. Indirect Costs: Source documents for indirect costs shall include evidence of the Federal or State approved indirect rate if provider is electing a rate higher than 10% de-minimis.

B. Billing Guidelines: Payments for the Services shall be made on a monthly basis commencing with the month of June, upon submission by the Provider of a satisfactory affidavit and supporting documentation of approved expenses in accordance with this Agreement, including any related data submission requirements and/or requirements of the Work Plan or Special Conditions.

For timely payments, affidavit submissions shall occur within 30 days from the end of month in which Services were provided, including resubmissions, unless otherwise approved by the WCCMHB. All affidavits shall be submitted in accordance with the WCCMHB guidelines or policies currently in place or which are hereafter communicated to Provider.

2. LEARNING NETWORK COLLABORATIVE. Provider will attend Learning Network Collaborative ("LNC") meetings hosted by WCCMHB. The purpose of the LNC is to provide technical assistance to Provider to maintain grant compliance and to learn from challenges experiences by funded Provider. Provider is to send the Program Director or equivalent person who oversees the Services.

3. ADMISSION REQUIREMENTS. Except for the "Initial Services" set forth below, eligibility for Services is limited to residents of Winnebago County. Provider will maintain admission criterion for the Services that aligns with the applicable Administrative Rules as required and outlined by the Illinois Department of Human Services ("IDHS"). Admission criteria shall be applied fairly and equally to *all* applicants without regard to ability to pay, race, gender, color, creed, national origin, disability, other protected class, or as otherwise required by law. If evidence has been found discrimination was used against an applicant, WCCMHB shall terminate this Agreement immediately by providing written notice to Provider.

4. Provider may, but shall not be required to, administer Initial Services to any person located in Winnebago County or within municipal boundaries of municipalities which fall primarily inside Winnebago County. "Initial Services" shall include, but not be limited to, collection of identification information, de-escalation of crisis event, initial screenings, and other immediate care and/or responsibilities as required by law. Upon termination of the immediate crisis event requiring Provider response, the Provider shall make a determination of eligibility for further services under the program. If the individual in question is not a resident of Winnebago County, the individual shall not receive further Services and the Provider shall cease expending grant funds received under this Agreement in the treatment of the individual. The Provider shall not reimburse the WCCMHB for the time, funds, or materials used in determination of eligibility and de-escalation of the immediate crisis event.**REPORTING, EVALUATION, AND MONITORING.**

Provider shall track and report measurable outcome data, service information, evaluation and monitoring data as specified below:

A. Measurable Outcomes: The Provider will adopt measurable outcomes for the Services and report on those measurable outcomes. Outcome reports are required to be completed in WCCMHB Grants Portal prior to payment by WCCMHB and not less than on a quarterly basis.

B. Critical or Sentinel Events: The Provider shall inform WCCMHB within 24 hours of any Critical Event or Sentinel Event that involves a WCCMHB Services. A "Critical Event" is any event clinical staff that potentially affects the Provider's state licensure, Medicaid certification status, or puts the Provider or the WCCMHB at risk fiscally, clinically, or legally. A "Critical Event" does not include any event in which the sole response is for law enforcement purposes and shall only include any event in a medical or clinical environment. A "Sentinel Event" is defined as any unanticipated event in a healthcare setting resulting in death or serious bodily or psychologically injury to a patient or patients, not related to the natural course of the patient's illness. A "Sentinel Event" does not include any event in which the sole response is for law enforcement purposes and shall only include any event in a medical or clinical environment. Provider shall describe the Critical Event or Sentinel Event while also maintaining client confidentiality.

C. Staff Credentials: WCCMHB (either on its own or through a contractor or other designee) may audit the credentials, qualifications, and supervision of all Provider's medical or clinical staff, but not sworn officers, to ensure compliance with the requirements of DHS/DNH/DD/DRS, SUPR, DCFS, DOC, Illinois Departmental Medicaid Rules, HFS, and/or other applicable local, state, or federal regulations. Provider shall conduct background checks on all employees and staff that are funded under this Agreement.

D. Changes to Services/Closures: WCCMHB shall be notified in writing at least 30 days in advance of any foreseeable closure or significant change to the Services or expected to impact Service availability requirements. This also includes staff reduction in force which would alter capacity to fulfill Provider's obligations under this Agreement.

E. Change in Operations: In the event the Provider is considering a corporate merger, consolidation, bankruptcy, corporate restructuring, expansion or creation of new programs or services, ceasing operations, any of which that would impact terms of the Agreement, or Provider is facing financial insolvency, missed payroll or delayed payment of payroll expected to impact Service availability, Provider shall provide as much advance notice relative to the occurrence to WCCMHB as possible to avoid sudden changes in Agreement.

5. FINANCIAL INFORMATION. Provider shall use a fund accounting system and follow generally accepted accounting standards. Provider shall comply with the U.S. Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as applicable.

The following rules will apply to budget movement:

- Budget items may not be moved or reallocated to a category previously at zero.
- The cumulative total budget movement for each award line is limited to \$3,000.00 cumulative total per Program Year

Any budget movement exceeding these limits must be requested in writing and received by the WCCMHB prior to July 2023 and be reviewed and authorized by the WCCMHB. Requests received after that date shall not be considered.

On request, Provider shall provide and furnish WCCMHB with copies of any financial reports submitted to the Board of Directors of Provider and shall further provide and furnish the WCCMHB with financial reports, demographic, and any statistical information concerning the operation of its Services, as required by the WCCMHB. WCCMHB (either on its own or through a contractor or other designee) may audit Provider's financial information relating to any funding under this Agreement.

Financial reports submitted by the Provider shall not contain the name of any client or any other information which, according to the Illinois Mental Health Code or state or federal law, is considered confidential to the client as Protected Health Information ("PHI") or as Protected Personally Identifiable Information ("PPII").

The Provider's reporting obligation and obligation to repay certain amounts under this Agreement shall survive the termination of this Agreement.

6. FUNDING OTHER PROVIDERS. As lead agency, Provider agrees to take on a lead administrative role and ensure that sub awardees comply with this Agreement, are aligned with Provider's strategic plan and Provider's application to WCCMHB, and comply with all policies and procedure as outlined by the WCCMHB.

7. COUNTY BOARD APPROVAL. Notwithstanding any provision to the contrary, all payments under this Agreement are subject to the appropriation of WCCMHB's budget by the Winnebago County Board, the appropriation and levy of sufficient taxes by the Winnebago County Board to fund said budget, and the collection and distribution of sufficient tax revenues. The Winnebago County Board has approved and appropriated WCCMHB's budget for the grant period.

8. SERVICE REPORTING REQUIREMENTS. On request, the Provider shall provide reports in either paper or electronic format acceptable by the WCCMHB. WCCMHB billing affidavits shall be accompanied by the submission of data as specified in the WCCMHB Work Plan to substantiate the payment request, as well as all other financial and billing documentation as reasonably requested by the WCCMHB. Failure of Provider to submit requested information to the WCCMHB shall be considered a breach of this Agreement. All information submitted by the Provider shall comply with the confidentiality requirements of state and federal law.

9. MENTAL HEALTH BOARD POLICIES. The Provider shall conform with and abide by all policies, guidelines, rules, regulations, and instructions issued and adopted by WCCMHB, whether now or adopted during the term of this Agreement, providing that they do not materially modify the substantive provisions of this Agreement or conflict with policies, general orders, collective bargaining agreements, or state or federal laws related to the applicable law enforcement agencies or officers. If changes are to be made, Provider shall receive written notice of any regular monthly meeting or special meeting of the WCCMHB at which the adoption of any policy, guideline, rule, regulation, or instruction will be considered and Provider may address WCCMHB concerning any matters regarding it. Provider shall be notified in writing of all such policies, guidelines, rules, regulations, or instructions now in effect or hereafter adopted.

Further, Provider agrees it shall not use any funding for the Services received pursuant to this Agreement:

- i. To engage in proselytizing activities with consumers and/or require worship or religious instructional activities as a condition of providing the Services to any participant;
- ii. For direct or indirect medical (physical health) services that are not related to mental health or substance use disorders;
- iii. To supplant funding for programs or services under the jurisdiction of public school systems; or
- iv. To augment or supplant funding from any other federal or state source prohibiting such action and/or subject to coordination of benefits.

The parties agree WCCMHB may contact Provider's funding sources with or without notice to Provider or Provider's knowledge to confirm compliance with all non-supplanting or supplemental funds and/or certification/accreditation standards.

10. LIABILITY/INDEMNIFICATION/INSURANCE. WCCMHB assumes no liability for actions of Provider or the Provider's employees under this Agreement. Provider shall indemnify, defend and hold harmless WCCMHB, and its respective agents, employees, officers, directors, successors (collectively, the "Indemnitees") in respect to any damages, claims, allegations, losses, charges, actions, suits, proceedings, judgments, interest, penalties amounts paid in settlement, costs, and expenses (including reasonable and verifiable attorneys' fees) (collectively, "Losses") which are imposed on, sustained, paid by, incurred or suffered by or asserted against any of the Indemnitees directly or indirectly related to, arising out of, or resulting from third party claims relating to (i) the acts, omissions or breach of Provider, its agents or representatives in connection with the performance of its obligations under this Agreement, (ii) any allegations by any federal, state or local government authority that Provider has in any way misused, misspent, improperly accounted for, or improperly disbursed funds, including but not limited to any allegations that Provider has violated any Medicare or Medicaid regulation, statute or ruling, or from any other violation of state or federal laws and regulations the Provider has certified as being in compliance.

11. REPAYMENT. The Provider shall prepay to the WCCMHB all or any portion of the funds received under this Agreement if the Agreement, or any part thereof, is disallowed by any court or any federal or state administrative agency of the competent jurisdiction for any reason.

Provider shall repay to the WCCMHB all or any portion of the funds received under this Agreement if any breach of this Agreement or if the WCCMHB finds a violation by the Provider of any relevant WCCMHB policy. Provider shall only be obligated to repay the part or portions of the funds that have been disallowed.

Notwithstanding any other terms in this Agreement to the contrary, if WCCMHB determines that grant funds were not fully utilized for the Services, WCCMHB shall request a repayment of the entire amount, or portion thereof, and Provider shall repay said amount to WCCMHB upon Provider's receipt of said request.

12. TERMINATION. Either Party may terminate this Agreement at any time and for any reason, or no reason at all, effective upon thirty (30) days advance written notice to the other party. However, either party may terminate this Agreement at any time, effective immediately upon written notice to the non-terminating party, if the non-terminating party breaches any of its material obligations under this Agreement. The Provider's reporting obligation and obligation to repay certain amounts under this Agreement shall survive the termination of this Agreement.

In the event of a termination, the Provider shall incur no further costs and, unless the Provider is obligated under Section 11, Repayment, the Provider shall be made whole for any costs already incurred. Should the Provider be in possession of additional WCCMHB funds at the time of termination, said funds shall be returned within 30 days of termination.

13. MONITORING AND EVALUATION. WCCMHB through its President, or designated staff and retained consultants, shall be afforded reasonable access to the premises where the Services are conducted by the Provider under this Agreement and to all records relating to the Services and their operation for the purposes of monitoring and evaluating the Services and payment by the WCCMHB within reasonable notice. WCCMHB also reserves the right to require supplementary material for the purposes of monitoring and evaluating services and payment procedures. Provider shall comply with the confidentiality requirements set by the state and federal law, as well as other regulations and rules that Provider is obligated to follow.

14. LEGAL COMPLIANCE. Provider assures and certifies with respect to this Agreement that it possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passed as an official act of its governing body authoring the

execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative (or "designee") of the Provider to act in connection with the Agreement and to provide such additional information as may be required by WCCMHB.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

16. CONTROLLING LAW/ENFORCEMENT. The Agreement that is signed is to be governed by the laws of the State of Illinois and the parties agree that exclusive venue for any legal proceedings shall be in Winnebago County, Illinois. In the event either party takes any legal action to enforce the terms of this Agreement, including litigation, the losing party shall reimburse the prevailing party for all legal fees incurred.

17. CERTIFICATIONS. By signing this Agreement, Provider certifies to WCCMHB that Provider is in compliance with all federal and state laws and regulations, and is not, together with its individual employees and contractors, ineligible for contracting with or receiving funds from any governmental entity. Each acceptance of payment from WCCMHB shall constitute a further certification of such compliance and eligibility. Provider shall provide evidence of the certifications of compliance and eligibility upon request by and to the satisfaction of the WCCMHB.

18. NOTICE. All notices or other written communications required or permitted to be given under this Agreement shall be deemed to have been duly given if delivered personally in hand; or sent certified U.S. mail, return receipt requested, postage prepaid; by email, or by fax; on the date received by and addressed to the appropriate party at the following address or as such other address as may be given in writing to the parties.

If to WCCMHB:	If to Provider:
Contact: Mary Ann Abate	Contact: Chief of Police
WCCMHB C/O RPC	Rockford Police Department
127 N. Wyman St. Suite 100	557 S. Newtowne Dr.
Rockford, IL 61101	Rockford, IL 61108

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the representative parties' designees hereto.

WCCMHB: (Signatures)

Mary Ann Abate

Wendy Larson Bennett
Winnebago County Community
Mental Health Board

By: Mary Ann Abate; K. Edward Copeland

Its: President; Treasurer

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PROVIDER: (Signatures)

City of Rockford

Name of Provider:

Thomas P. Nelson

Its: *Mayor*

ATTEST: *Theresa May*

Its: *Legal Director*

**Winnebago County Community Mental Health Board
FIRST AMENDMENT TO WORKPLAN**

THIS AMENDMENT (the "First Amendment") is made this 19th day of October, 2022 between the **Winnebago County Community Mental Health Board** (hereinafter "WCCMHB") and **CITY OF ROCKFORD** (hereinafter "Provider").

WHEREAS, the Provider agreed to furnish the programs and/or services with grant funding from the WCCMHB through that certain Funding Agreement and Work Plan, (hereinafter the "Agreement"); and

WHEREAS, WCCMHB and Provider desire to amend the Agreement as provided in this First Amendment for the Work Plan to best fulfill the scope of work as outlined in the approved application and budget.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, in the Funding Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. AMENDMENT.** To replace the Position Funded table in its entirety with the below table

	Position Title	Position FTE	Position Qualifications
#1	Police officers/ Sheriff's deputies	7	Uniformed personnel
#2	Mental Health Experts	6	Education and experience in direct mental health care.
#3	CCRT Nurse	.5	Current IL RN or LPN
#4	Administrative Staff	.25	Direct program administrative support

2. AGREEMENT IN FULL FORCE AND EFFECT; DEFINITIONS. Except as herein modified or amended, the provisions, conditions, and terms of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto (including funding to remain at the previously funded total).

3. CONFLICTS OR INCONSISTENCIES. In the event of any conflict or inconsistency between the provisions, conditions, and terms of the Agreement and the provisions, conditions, and terms of the First Amendment, the provisions, conditions, and terms of this First Amendment shall in all instances govern and control.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date first above written.

WCCMHB:

Mary Ann Abate

Winnebago County Community
Mental Health Board

By:

President

Its:

Mary Ann Abate

PROVIDER:

Thomas P. McNamara

Name of Provider: CITY OF ROCKFORD

By: Thomas P. McNamara

Its: Mayor