

PUBLIC SAFETY and JUDICIARY COMMITTEE AGENDA

Called by: Burt Gerl, Chairman

Members: Aaron Booker, Brad

Lindmark, Tim Nabors, Angie Goral,

Kevin McCarthy, Dorothy Redd

DATE: WEDNESDAY, AUGUST 17, 2022

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 Minutes – None

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 of Intent to Establish the Winnebago County Citizens Crime Commission

F. Resolution Accepting Award and Authorizing Service Agreement for Police Services for the Winnebago County Forest Preserve District

G. Resolution Authorizing the Chairman of the County Board to Execute a Winnebago County Mental Health Board Funding Agreement and Services Agreements

H. Future Agenda Items

I. Adjournment



Resolution Executive Summary

Prepared By: Burt Gerl
Committee: Public Safety & Judiciary Committee
Committee Date: August 17, 2022
Resolution Title: RESOLUTION OF INTENT TO ESTABLISH THE WINNEBAGO COUNTY CITIZENS CRIME COMMISSION
Board Meeting Date: August 25, 2022

Budget Information:

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

Background Information: In 2005, the *Winnebago County Crime and Public Safety Commission*, became a non-profit under the name Winnebago County Crime and Public Safety Commission, **Inc.**; thereby, is subject to its by-laws, articles of incorporation (charter) and the General Not-For-Profit Corporations Act of 1986 (805 ILCS 105/). As such, the *Winnebago County Crime and Public Safety Commission* would now be treated as any other not-for-profit partner located within Winnebago County, Illinois. Thus, the Winnebago County Public Safety and Judiciary Committee has cause to establish the *Winnebago County Citizens Crime Commission*, with the continued primary focus of reviewing the Winnebago County Public Safety Sales Tax funds and reporting to the Public Safety and Judiciary Committee.

Recommendation: I recommend establishing the Winnebago County Citizens Crime Commission.

Contract/Agreement: Not applicable.

Legal Review: Resolution was reviewed by the Winnebago County State's Attorney's Office.

Follow-Up: n/a

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

SPONSORED BY: BURT GERL, CHAIRMAN

2022 CR _____

**RESOLUTION OF INTENT TO ESTABLISH THE WINNEBAGO
COUNTY CITIZENS CRIME COMMISSION**

WHEREAS, on November 5, 2002, the citizens of Winnebago County, Illinois passed a public safety referendum providing for an increase in revenue that the County government would have for public safety; and

WHEREAS, the November 5, 2002 campaign for the public safety referendum highlighted the need for ongoing citizen input from diverse perspectives to support the 2001 Criminal Justice System Master Plan (Master Plan); and

WHEREAS, on June 12, 2003, through Resolution 2003 CR 106 passed by the Winnebago County Board, the *Winnebago County Crime and Public Safety Commission* was recognized as this forum; and

WHEREAS, in 2005, the *Winnebago County Crime and Public Safety Commission*, became a non-profit under the name Winnebago County Crime and Public Safety Commission, **Inc.**; and

WHEREAS, the Winnebago County Crime and Public Safety Commission, **Inc.** is subject to its by-laws, articles of incorporation (charter) and the General Not-For-Profit Corporations Act of 1986 (805 ILCS 105/); and

WHEREAS, the *Winnebago County Crime and Public Safety Commission* would now be treated as any other not-for-profit partner located within Winnebago County, Illinois; and

WHEREAS, the Winnebago County Public Safety and Judiciary Committee has cause to establish the *Winnebago County Citizens Crime Commission*, with the continued primary focus of reviewing the Winnebago County Public Safety Sales Tax funds and reporting to the Public Safety and Judiciary Committee.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it expresses its intention to establish the *Winnebago County Citizens Crime Commission* through the Public Safety and Judiciary Committee.

BE IT FURTHER RESOLVED, that the Commission's *primary focus* shall be the on-going review of Winnebago County Public Safety Sales Tax funds, which follows the intended theme of supporting the County's criminal justice system, to include preserving the goals outlined in the fifteen (15) action steps approved through Resolution 2002 CR 206. To support informed decision-making in the area of crime prevention and reduction, the Commission's *secondary focus* shall be providing an annual report on current youth prevention efforts available throughout the County's 11 municipalities, including their respective funding sources. To maintain alignment with other Winnebago County criminal justice

system needs, additional functions may be requested by the Public Safety and Judiciary Committee on an as-needed basis and provided primary and secondary focus areas are achieved.

BE IT FURTHER RESOLVED, that the Public Safety and Judiciary Committee shall appoint a liaison to the *Winnebago County Citizens Crime Commission*, and the liaison shall report to the Public Safety and Judiciary Committee at the request of the Public Safety and Judiciary Committee.

BE IT FURTHER RESOLVED, up to seven (7) members of this new Commission will be appointed, as necessary, by the Winnebago County Board Chairman and with the advice and consent of the Winnebago County Board, and will meet quarterly.

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

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

AGREE

DISAGREE

Burt Gerl, Chairman

Burt Gerl, Chairman

Aaron Booker, Vice Chairman

Aaron Booker, Vice Chairman

Kevin McCarthy

Kevin McCarthy

Brad Lindmark

Brad Lindmark

Tim Nabors

Tim Nabors

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

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

ATTESTED BY:

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



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety & Judiciary Committee
Committee Date: August 17, 2022
Resolution Title: RESOLUTION ACCEPTING AWARD AND AUTHORIZING SERVICE AGREEMENT FOR POLICE SERVICES FOR THE WINNEBAGO COUNTY FOREST PRESERVE DISTRICT
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: August 25, 2022
Budget Information:

Was item budgeted? Yes	Amount: \$217,351.72
If not, explain funding source: WINNEBAGO FOREST PRESERVE DISTRICT	
ORG/OBJ/Project Code	Budget Impact: N/A

Background Information: The Winnebago County Sheriff's Department proposes to accept the police servicing contract with the Winnebago County Forest Preserve District for the next 3 years. This agreement provides funding for 2 full time Winnebago County Sheriff's Department Deputies for Police services in and around the Winnebago County Forest Preserves 9 months a year for the next 3 years. This is a renewal of the current contract with minor changes and updated personnel costs.

Recommendation: I recommended the following 3-year Policing contract:

1) The Winnebago County Sheriff's department will provide police services to the Winnebago County Forest Preserve District for the agreed amount of \$217,351.72 per year for the next 3 years beginning October 1st, 2022.

Contract/Agreement: Winnebago County will accept, thereby entering into Agreement with the Winnebago County Forest Preserve for police services until September 30th, 2025.

Legal Review: The Winnebago County State's Attorney's Office has reviewed this agreement with the Winnebago County Forest Preserve and has accepted the presented contract.

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

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

Sponsored by: Burt Gerl
Submitted by: Public Safety and Judiciary Committee

2022 CR

**RESOLUTION ACCEPTING AWARD AND AUTHORIZING SERVICE AGREEMENT FOR POLICE SERVICES
FOR THE WINNEBAGO COUNTY FOREST PRESERVE DISTRICT**

WHEREAS, Winnebago County has been awarded the Law Enforcement services for the Winnebago County Forest Preserve District; and

WHEREAS, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the intergovernmental cooperation agreement from the Winnebago County Forest Preserve District; and

WHEREAS, the Public Safety & Judiciary Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

24000/32800

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, an Agreement with the Winnebago County Forest Preserve District, in the dollar amount two hundred seventeen thousand, three hundred and fifty-one dollars and 72 cents (\$217,351.72).

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGREE

Burt Gerl, Chairman

Aaron Booker

Kevin McCarthy

Brad Lindmark

Tim Nabors

Angie Goral

Dorothy Redd

DISAGREE

Burt Gerl, Chairman

Aaron Booker

Kevin McCarthy

Brad Lindmark

Tim Nabors

Angie Goral

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2022.

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

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR POLICE SERVICES

This Intergovernmental Cooperation Agreement (Agreement) entered into by and among the Forest Preserves of Winnebago County (Forest Preserves), the County of Winnebago (County), the Winnebago County Sheriff (Sheriff) for the purchase and provision of law enforcement services to the Forest Preserves.

The parties hereby agree as follows:

Section I. AUTHORITY

Agreements of this nature are entered into pursuant to the Illinois Intergovernmental Cooperation Act 5 ILCS 220/5, 70 ILCS 805/8a, Downstate Forest Preserve Districts, and Article VII, Sec. 10 of the Constitution of the State of Illinois (1970).

Section II. TERM

- A. This Agreement shall commence on October 1, 2022 and terminate automatically on September 30, 2025, unless it is renewed in writing by the parties on or before the termination date of September 30, 2025.
- B. This Agreement may be amended, or terminated, by the parties upon written 30 day notice executed by any one of the parties.

Section III. STAFFING BY SHERIFF'S DEPUTIES

- A. The Sheriff, pursuant to this Agreement, shall assign the following fully equipped personnel to provide the law enforcement services:

<u>QUANTITY</u>	<u>SENIORITY LEVEL</u>	<u>PERIOD OF SERVICE</u>	<u>FUNCTIONS ASSIGNED</u>
2	Senior Deputy	Full Year	See Addendum 1

- B. Deputies assigned to work for the Forest Preserves shall report to and work under the direct supervision of a Deputy Chief designated by the Sheriff and shall perform the patrol duties as defined in Addendum 1.

- C. The Sheriff reserves the right to use deputies assigned to the Forest Preserves for calls outside the preserves when needed.

Section IV. COORDINATION

The Deputy Chief assigned by the Sheriff shall serve as liaison to the Forest Preserves Police Program. The liaison shall be available to the Forest Preserves representatives to assist in the implementation of this Agreement.

Section V. EQUIPMENT

A. VEHICLES

1. The Forest Preserves shall lease to the Sheriff, for One Dollar (\$1.00) per year as described in Addendum 3, a minimum of 2 vehicles fully equipped as required by the Sheriff for law enforcement use by assigned Sheriff's deputies.
2. The Forest Preserves shall provide repairs, maintenance, and fuel for all leased vehicles and equipment. Any additional repairs and maintenance provided by the Sheriff shall be paid by the Forest Preserves monthly upon presentation of an invoice.
3. All vehicles and equipment shall be marked by the Forest Preserves as "Sheriff's Forest Preserve Patrol" and bear the insignia of the Sheriff. These vehicles shall be used exclusively by Sheriff's deputies in performance of the patrol duties on behalf of the Forest Preserves except when needed by the Sheriff to respond to calls outside the Forest Preserves as provided in Section III (C), above. Upon the request of the Executive Director of the Forest Preserves, the Sheriff may supply an unmarked Sheriff's vehicle for use by Sheriff's deputies in patrolling the Forest Preserves.

B. COMMUNICATION

1. The Forest Preserves is authorized to utilize all law enforcement and related emergency frequencies commonly monitored by Sheriff's squad radios.

2. Sheriff's Communication Center shall monitor and dispatch Forest Preserves units to all Forest Preserves related calls, and if not available, will dispatch the area Sheriff's deputy.

C. UNIFORMS

1. Designated Sheriff's deputies shall be fully equipped by the Sheriff and shall wear the authorized uniform of the Sheriff's Department. Additional or alternative clothing for special assignments shall be approved by the Deputy Chief serving as liaison.
2. The Forest Preserves may provide additional approved clothing for such duties as investigating game code violations or performing snowmobile patrols once such alternative clothing specifications are approved by the Deputy Chief.

D. MISCELLANEOUS

The Forest Preserves shall provide additional tools and safety equipment required for patrol vehicles. (See Addendum 2).

Section VI. REIMBURSEMENT PROCEDURES

- A. The Forest Preserves shall compensate the County for police services as follows:
 1. The Forest Preserves agrees to reimburse the Sheriff for the actual personnel costs (salary and fringe benefits) for the deputies providing police service to the Forest Preserves under this Agreement. The County shall remain the sole and exclusive employer of the deputies and any other personnel assigned to perform any duties under this Agreement, and shall be responsible for securing Worker's Compensation coverage for all such employees. Under no circumstances shall any of the deputies or other employees assigned by the Sheriff to perform tasks and duties under this Agreement be considered employees of the Forest Preserves.

2- 12 month Senior Deputy working 2,190 hours (charged at a rate equal to 9 months) \$108,675.86 each for a total of \$217,351.72

ESTIMATED TOTAL

\$217,351.72

The estimated total reflects actual personnel costs, excluding the costs of replacing deputies while at basic training school, or while on vacation, sick time, training days, or other authorized absences. There shall be an additional cost for the replacement of any deputy who is assigned to the Forest Preserves patrol who is absent for any reason stated above; provided, however, such replacement shall not be made unless the additional cost is first approved by the Forest Preserves.

1. Payments shall be made monthly based on a flat rate equal to one month (i.e. 1/12th) of the estimated annual amount. (\$18,112.64 per month)
- B. This Agreement shall automatically be modified to accurately reflect any increases or decreases as adjustments to salaries and fringe benefits of officers, conforming to any changes in the Fraternal Order of Police Lodge #50 contract between the officers and Winnebago County. The Sheriff shall notify the Forest Preserves of any change of compensation in writing.

Section VII. MISCELLANEOUS

The Sheriff, by and through his deputies, shall investigate all criminal offenses or ordinance violations perpetrated on Forest Preserves properties or against Forest Preserves' personnel or property.

- A. Upon occurrences of major theft (over \$2,000) damage to Forest Preserves buildings, or cases involving personal injury in or on Forest Preserves' property, the Sheriff shall notify the Executive Director or his designee promptly.
- B. The Sheriff agrees to supply the Executive Director a copy of any reports or incidents involving the Forest Preserves and other pertinent reports within the Sheriff's legal authority when other Sheriff's personnel respond to calls on Forest Preserves lands.
- C. The Forest Preserves will retain all fines for violations of the Forest Preserves ordinances.

- D. The Forest Preserves will cooperate in providing space for a substation to the Sheriff at a designated location within the Forest Preserves, and the Sheriff shall be solely responsible for insuring those items located at the substation which are not the property of the Forest Preserves.
- E. The County agrees to keep in force during the term of the Agreement, Sheriff's obligations under the terms of this Agreement and Worker's Compensation and related insurance coverage at amounts required by statute. The County's failure to maintain the above insurance shall constitute default, and the Forest Preserves may cancel this Agreement.
- F. Notwithstanding anything herein to the contrary, the Sheriff shall retain control over all matters in the performance of the police protection and law enforcement services provided herein, including, but not limited to, the personnel assigned, the methods of rendering such services, the level of standards of performance, the training, equipment, and discipline of any personnel, and the general control of all assigned personnel, equipment, communication facilities, and all supplies relevant herein. At no time shall any officer, official, or employee of the Forest Preserve undertake to direct any of the assigned personnel as to the performance of police protection and law enforcement services.

Notwithstanding the foregoing, the Forest Preserves shall have the right to request additional services, such as traffic control, special events, and incident investigation. Any request for additional services may require an additional fee as negotiated at the time of the request. The Forest Preserves shall not control the method of performance of such services, but may request the time and place of performance, and the number of officers to be involved, except where the same may conflict with minimum staffing rules or policies of the Sheriff.

- G. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party.

H. This Agreement replaces and supersedes any previous intergovernmental cooperation agreement for police services entered into by and among the County, the Sheriff and the Forest Preserves.

THIS AGREEMENT shall be effective upon the signing of the last party. Upon its approval by the Winnebago County Board, the Sheriff of Winnebago County, Illinois, and the Winnebago County Forest Preserve District.

IN WITNESS WHEREOF, the parties have executed this Agreement on the __ day of _____, 2022. This document may be executed in duplicate originals.

Forest Preserves of the County of Winnebago

By: _____
Jeff Tilly, President

Attest: _____
Michael A. Holan,
Executive Director

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

By: _____
Gary Caruana
Winnebago County Sheriff

Attest: _____
Lori Gummow
Clerk of the County

Board of the County of Winnebago,
Illinois



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety & Judiciary Committee
Committee Date: August 17, 2022
Resolution Title: RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE A WINNEBAGO COUNTY MENTAL HEALTH BOARD FUNDING AGREEMENT AND SERVICES AGREEMENTS
County Code: Not Applicable
Board Meeting Date: August 25, 2022
Budget Information:

Was item budgeted?	Yes	Amount:	\$766,321
If not, explain funding source:	U.S. Department of Justice		
ORG/OBJ/Project Code:	Budget Impact: n/a		

Background Information: The County of Winnebago, Illinois and the 17th Judicial Circuit Court propose to accept the award from the Winnebago County Community Mental Health Board (WCCMHB) to provide behavioral health services at the Resource Intervention Center (RIC), the Juvenile Resource Intervention Center (JRIC), and the Juvenile Detention Center (JDC). Through a competitive Request for Quotes (RFQ) process, Winnebago County will enter into agreement with one or more service providers to administer behavioral health service provision at the three (3) locations. Also included is funding for evening security which will be provided by METRO SECURITY, supplies for COURT SERVICES, and grant compliance support which will be provided by WINNEBAGO COUNTY.

Recommendation: I recommend the following Agreements:

- 1) Accept Award Agreement from WCCMHB, budgeted for services at the following locations:
 - a. Resource Intervention Center \$184,130.00
 - b. Juvenile Resource Intervention Center \$187,961.00
 - c. Juvenile Detention Center \$394,230.00

- 2) Enter into Sub- Agreements, pending RFQ's, at the following not to exceed amounts:
 - a. Resource Intervention Center \$148,995.00
 - b. Juvenile Resource Intervention Center \$149,459.00
 - c. Juvenile Detention Center \$370,269.00
 - d. Metro Security \$ 37,440.00



Contract/Agreement: County will approve Winnebago County Mental Health Board Agreement and enter into agreements with sub-awardees.

Legal Review: Legal has reviewed the funding agreement with WCCMHB and will review all Service Agreements prior to execution.

Follow-Up: Chairman's Office of Criminal Justice Initiatives and the 17th Judicial Circuit Court will proceed with the execution of the agreement(s).

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

Sponsored by: Burt Gerl
Submitted by: Public Safety and Judiciary Committee

2022 CR

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE A
WINNEBAGO COUNTY MENTAL HEALTH BOARD FUNDING AGREEMENT AND SERVICES
AGREEMENTS**

WHEREAS, the County of Winnebago, Illinois and the 17th Judicial Circuit Court have been awarded funding from the Winnebago County Community Mental Health Board; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Award Letter from the U.S. DEPARTMENT OF JUSTICE; and

WHEREAS, the Public Safety and Judiciary Committee has determined to accept funding for grants compliance as well as services at the following locations:

- a. Resource Intervention Center
- b. Juvenile Resource Intervention Center
- c. Juvenile Detention Center

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, Illinois, a Funding Agreement with the Winnebago County Community Mental Health Board, in the total dollar amount of seven hundred sixty-six thousand three hundred twenty-one dollars (\$766,321), and in substantially the same form as that set forth in Exhibit A.

BE IT FURTHER RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, Illinois, Service Agreements, pending Request for Quotes (RFQs) for services at the following locations, RESOURCE INTERVENTION CENTER, not to exceed one hundred forty-eight thousand nine hundred ninety-five dollars (\$148,995), JUVENILE RESOURCE INTERVENTION CENTER not to exceed one hundred forty-nine thousand four hundred fifty-nine dollars (\$149,459), the JUVENILE DETENTION CENTER not to exceed three hundred seventy thousand two hundred sixty-nine dollars (\$370,269) and expenses of thirty-seven thousand, four hundred forty-four dollars (\$37,440) for METRO SECURITY.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,
PUBLIC SAFETY and JUDICIARY COMMITTEE

AGREE

DISAGREE

Burt Gerl, Chairman

Burt Gerl, Chairman

Aaron Booker

Aaron Booker

Kevin McCarthy

Kevin McCarthy

Brad Lindmark

Brad Lindmark

Tim Nabors

Tim Nabors

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2022.

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

EXHIBIT A

Winnebago County Community Mental Health Board Funding Agreement

THIS AGREEMENT (the "Agreement") is between the Winnebago County Community Mental Health Board (hereafter "WCCMHB") and Winnebago County (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 plan (the "Work Plan") and/or special conditions (the "Special Conditions") attached hereto as Exhibit A 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. 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. 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 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 "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. 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 staff 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 60 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 ("PII").

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.

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. 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, judgements, 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.

During the term of this Agreement, Provider shall maintain in force policies of insurance including general liability, automobile and professional negligence covering its employees and contractors assigned to provider services hereunder. Policy limits are subject to review and reasonable approval by the WCCMHB. Upon execution of this Agreement, and on specific request thereafter, Provider shall supply to the WCCMHB a current certificate(s) of insurance reflecting the required insurance policies as outlined by this Agreement. The general and automobile liability policies shall include the Board, Board members and Board employees as additional insureds on a primary, non-contributory basis unless otherwise agreed to in writing. The declaration certificates shall specifically require the Insurance Company to notify the WCCMHB in writing at least 30 days prior to non-renewal, reduction or cancellation of the policy. All insurance policies shall be written through a company or companies having an AM Best rating of "A" or above. No payment will be made to the Provider until proper insurance certification has been received by the Board.

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.

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.

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 the WCCMHB takes any legal action to enforce the terms of this Agreement, including litigation, the Provider shall reimburse the WCCMHB 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.

<p>If to WCCMHB:</p> <p>Contact: Mary Ann Abate</p> <p>WCCMHB C/O RPC</p> <p>127 N. Wyman St. Suite 100</p> <p>Rockford, IL 61101</p>	<p>If to Provider:</p> <p>Contact: Marlana Dokken</p> <p>Winnebago County</p> <p>404 Elm Street, Suite 533</p> <p>Rockford, IL 61101</p>
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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)

PROVIDER: (Signatures)

Winnebago County Community
Mental Health Board

Winnebago County

By: Mary Ann Abate; K. Edward Copeland

By: Joseph Chiarelli

Its: President; Treasurer

Its: Winnebago County Board Chairman

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