

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, DECEMBER 15, 2021

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 July 21, August 18 and September 8, 2021 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. Representative Dave Vella, Safe-T Act Update

F. Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail

G. Resolution Renewing the Annual Maintenance Agreement for X-Ray Scanners

H. Resolution Approving an Intergovernmental Agreement Between the County of Winnebago, Illinois and Community College District 511 for a Cold Forming Training Program at the Winnebago County Justice Center and Tech Bus Storage at 720 Chestnut Street, Rockford, Illinois

I. Resolution Authorizing Service Agreements for the Abuse in Later Life Grant

J. Resolution Authorizing Agreements for the Justice for Families Grant

K. Resolution Approving Agreements Between the County of Winnebago, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners

L. Other Matters

M. Adjournment

Approval of Minutes

Winnebago County Board
Public Safety and Judiciary Committee Meeting
Virtual Meeting – Zoom
(Winnebago County YouTube Live)

Wednesday, July 21, 2021
5:30 PM

Present:

Burt Gerl, **Chairman**
Kevin McCarthy
Brad Lindmark
Tim Nabors
Angie Goral
Dorothy Redd

Others Present:

Pat Thompson, County Administrator
Marlana Dokken, CJCC Administrator
Deb Jarvis, 17th Circuit's Director of Court Services
Rebecca Laue, State's Attorney's Office

Absent:

Aaron Booker

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of April 21, 2021 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. Presentation of the Resource Intervention Center and Youth Probation – Deb Jarvis, Director of Court Services for 17th Judicial Circuit
- F. Office of Criminal Justice Initiatives: Updates including Focused Deterrence Re-Entry Program – Marlana Dokken, Director, Chairman's Office of Criminal Justice Initiatives
- G. Other Matters
- H. Adjournment

Chairman Gerl called the meeting to order at 5:30 PM.

Motion to approve the April 21, 2021 Minutes

Moved: Mr. Gerl, Seconded: Ms. Goral and Mr. Lindmark.

Roll call: Mr. Lindmark yes, Mr. Nabors yes, Ms. Goral yes, Mr. McCarthy yes, Ms. Redd yes and Mr. Gerl yes.

Motion passed by unanimous voice vote.

Public Comment

Chairman Gerl omitted reading the Public Comment section of the Agenda due to no one present to speak.

Presentation of the Resource Intervention Center and Youth Probation – Deb Jarvis, Director of Court Services for 17th Judicial Circuit

- A discussion followed.

Office of Criminal Justice Initiatives: Updates including Focused Deterrence Re-Entry Program – Marlana Dokken, Director, Chairman's Office of Criminal Justice Initiatives

- A discussion followed.

Other Matters

None

Motion to Adjourn. Moved: Mr. McCarthy, Seconded: Ms. Redd.
Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

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

Wednesday, August 18, 2021
5:30 PM

Present:

Burt Gerl, **Chairman**
Aaron Booker
Tim Nabors
Angie Goral
Dorothy Redd

Others Present:

Pat Thompson, County Administrator
Marlana Dokken, Director, Chairman's Office of Criminal Justice
Initiatives
Nicole Ticknor, Deputy Court Administrator

Absent:

Kevin McCarthy
Brad Lindmark

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Chairman's Office of Criminal Justice Initiatives Update – Marlana Dokken, Director,
Chairman's Office of Criminal Justice Initiatives
- E. Domestic Violence Coordinated Courts Update – Nicole Ticknor, Deputy Court
Administrator
- F. Other Matters
- G. Adjournment

Chairman Gerl called the meeting to order at 5:35 PM.

Public Comment

Chairman Gerl omitted reading the Public Comment section of the Agenda due to no one present to speak.

**Chairman's Office of Criminal Justice Initiatives Update – Marlana Dokken, Director,
Chairman's Office of Criminal Justice Initiatives**

- A discussion followed.

Domestic Violence Coordinated Courts Update – Nicole Ticknor, Deputy Court Administrator

- A discussion followed.

Other Matters

None

Motion to Adjourn. Moved: Ms. Redd, Seconded: Ms. Goral.
Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

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

Wednesday, September 8, 2021
5:30 PM

Present:

Burt Gerl, **Chairman**
Aaron Booker
Kevin McCarthy
Brad Lindmark
Tim Nabors
Angie Goral
Dorothy Redd

Others Present:

Joe Chiarelli, County Board Chairman

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of June 16, 2021 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 Requesting the Resignation of Winnebago County Coroner, William Hintz
- F. Other Matters
- G. Adjournment

Chairman Gerl called the meeting to order at 5:30 PM.

Motion to approve the June 16, 2021 Minutes

Moved and Seconded.

Motion passed by unanimous voice vote.

Public Comment

Chairman Gerl omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution Requesting the Resignation of Winnebago County Coroner, William Hintz

Motion by Mr. McCarthy and Seconded by Ms. Goral and Ms. Redd.

- A discussion followed.

Motion passed by unanimous voice vote for an amendment to the Resolution.

Other Matters

None

Motion to Adjourn. Moved and Seconded.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant



Resolution Executive Summary

Prepared By: Purchasing on behalf of the WCSO
Committee: Public Safety and Judiciary Committee
Committee Date: December 15, 2021
Resolution Title: Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail
Board Meeting Date: December 21, 2021
Budget Information:

Was item budgeted?	N/A	Appropriation Amount:
If not, explain funding source: Revenue generating contract		
ORG/OBJ/Project Code:	Inmate Commissary Account	Budget Impact: N/A

Background Information: The Purchasing Department sent out Request for Proposals for Jail Telecommunication Services, with Global Tel*Link Corporation (GTL) being awarded the multi-year commission generating contract. The contract terms allowed for amendments or adjustments of services, as needed, when the conditions are agreed upon by both the County and GTL.

Amendment #4 addresses the following FCC changes:

The Federal Communications Commission ("FCC") issued its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 ("FCC Order"), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements. This has led to lowering of rates for inmate telephone services.

Amendment #4 language is as follows:

The commission payable to the Premises Provider under the Agreement shall be \$0.17 per minute of each completed billable ITS call ("ITS Commission"), which shall be paid within forty-five (45) days following the month in which the call took place. Company agrees to provide Premises Provider with a minimum annual guarantee ("MAG") of (\$870,000) per year, with respect to ITS Commission, under this Agreement. Should the total annual ITS Commission for each individual year exceed the MAG, Company agrees to pay the difference between the MAG and the ITS Commission received during that year.

Recommendation: Superintendent Redmond recommends approval of GTL's Amendment 4.

Contract/Agreement: Amendment 4 to the **GTL Master Services Agreement** has been reviewed by the SAO and all recommendations were incorporated.

Follow-Up: Purchasing Department will route GTL Amendment 4 for signature from Winnebago County Board Chairman Chiarelli and the Sheriff.

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

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

2021 CR

**RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIRMAN TO AMEND CONTRACT FOR
TELECOMMUNICATION SERVICES FOR INMATES OF THE WINNEBAGO COUNTY JAIL**

WHEREAS, the Purchasing Department accepted Request for Proposals for Jail Telecommunication Services in June of 2017; and

WHEREAS, Global Tel*Link Corporation (GTL) was awarded the multi-year commission generating contract which allowed for amendments and/or adjustments of services as necessary; and

WHEREAS, in May 2021, the Federal Communications Division (FCC) issued an Order on Reconsideration which mandated rate caps for inmate telephone service charges, thus lowering the rates; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed Amendment 4, RESOLUTION EXHIBIT A, for the aforementioned service and recommends amending the contract; and

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, a contract amendment with GLOBAL TEL*LINK CORPORATION (GTL); and

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 Superintendent, 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, VICE CHAIRMAN

AARON BOOKER, VICE CHAIRMAN

ANGIE GORAL

ANGIE GORAL

BRAD LINDMARK

BRAD LINDMARK

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

DOROTHY REDD

DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

LORI GUMMOW

CLERK OF THE COUNTY BOARD

OF THE COUNTY OF WINNEBAGO, ILLINOIS

JOSEPH CHIARELLI

CHAIRMAN OF THE COUNTY BOARD

OF THE COUNTY OF WINNEBAGO, ILLINOIS

RESOLUTION EXHIBIT A

AMENDMENT # 4 TO MASTER SERVICES AGREEMENT

This Amendment # 4 (“Amendment”) takes effect as of the date signed by all parties listed in this Preamble, (the “Effective Date”), and amends and revises that certain **Master Services Agreement** dated August 14, 2017, as amended from time to time (the “Agreement”), by and between Global Tel*Link Corporation on behalf of itself and its Affiliates with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the “Company”), and County of Winnebago, and the Winnebago County Sheriff’s Office with an address of 650 W. State Street, Rockford, Illinois 61102 (the “Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Federal Communications Commission (“FCC”) issued its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 (“FCC Order”), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements; and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC Order as further provided below.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

The Parties acknowledge that the following changes, modifications, and amendments to Inmate Telephone Service Schedule were made effective as of October 26, 2021, the effective date of the FCC Order:

1. Inmate Telephone Service Schedule, “Rate and Charges for Inmate Telephone Services”, *Section 4* is deleted and amended to read as follows:

Inmate Telephone Services.

- a) Interstate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: \$0.21 per minute of use.
- b) Intrastate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: \$0.21 per minute of use.
- c) International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: The Interstate ITS rate set forth above, plus the applicable call termination rate for the international destination of the call as published on the Company’s website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/>.

No per call, per connection, or flat-rate calling charges shall apply to international or interstate ITS per minute of use calls.

The ITS rates set forth above are exclusive of taxes and other amounts collected by the Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Company in connection with such programs.

Ancillary Service Charges.

The Parties acknowledge that the following changes, modifications and amendments to the Ancillary Service Charges, in compliance with FCC Rule 64.6020 and the rules adopted by Illinois statute (730 ILCS 5/3-4-1), *to the extent not already in effect by prior order or statute*, shall be made effective as of October 26, 2021, the effective date of the FCC Order and shall be as follows:

No per call surcharge, account set up fee, bill statement fee, monthly account maintenance charge, or refund fee is permitted to be charged in Department of Corrections facilities.

As per (HB 3653), persons who are in police custody have the right to communicate free of charge with an attorney of their choice and members of their family as soon as possible upon being taken into police custody, but no later than 3 hours after arrival at the first place of custody. Persons in police custody must be given: (1) access to use of a telephone via a land line or cellular phone to make 3 phone calls at no charge; and (2) the ability to retrieve phone numbers contained in their cell phone contact list, prior to the phone being placed into inventory.

2. Inmate Telephone Service Schedule, “Rates and Charges for Inmate Telephone Services”, *Section 3* is deleted and amended to read as follows:

The commission payable to the Premises Provider under the Agreement shall be \$0.17 per minute of each completed billable ITS call (“ITS Commission”), which shall be paid within forty-five (45) days following the month in which the call took place. Company agrees to provide Premises Provider with a minimum annual guarantee (“MAG”) of eight hundred seventy thousand dollars (\$870,000) per year, with respect to ITS Commission, under this Agreement. Should the total annual ITS Commission for each individual year exceed the MAG, Company agrees to pay the difference between the MAG and the ITS Commission received during that year.

In addition, the commission payable to the Premises Provider by Company under the Agreement shall include an annual bonus (“Annual Bonus”) of forty-eight thousand dollars (\$48,000), payable within 30 days of March 31, 2022, and every subsequent anniversary of the March 31, 2022, date that the Agreement remains in effect. The foregoing commission, contained in Paragraph numbered 2 herein, shall replace any and all ITS

commissions or other monies payable for ITS services under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider.

All remaining language in Section 3, including any amendment(s) thereto, is without modification and remains in full force and effect.

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties as of the latest date listed below.

Company
Global Tel*Link Corporation on behalf of
itself and its Affiliates

By: _____
Name: _____
Title: _____
Date: _____

Premises Provider
County of Winnebago

By: _____
Name: Joseph V. Chiarelli
Title: Winnebago County Board Chairman
Date: _____

Winnebago County Sheriff's Office

By: _____
Name: _____
Title: _____
Date: _____



Resolution Executive Summary

Prepared By: Purchasing Department on behalf of Facilities
Committee: Public Safety and Judiciary Committee
Committee Date: December 15, 2021
Resolution Title: Renewing Annual Maintenance Agreement for X-Ray Scanners
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: December 21, 2021

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$30,800
If not, explain funding source:	
ORG/OBJ/Project Code: Multiple	Budget Impact: None/Budgeted

Background Information: Annual maintenance agreement with AutoClear, LLC on seven County owned X-Ray machines. The agreement has been annually renewed since 2012.

12000-01721	Three X-Ray Scanners Criminal Justice Center \$13,200
12000-01056	One X-Ray Scanner Juvenile Justice Center \$4,400
12000-01526	One X-Ray Scanner Adult Probation 526 \$4,400
12000-27000	Two X-Ray Machines Public Safety Building (Courthouse Complex) \$8,800

MODEL: **AC6848** SERIAL # **121025P#235MESM**
MODEL: **AC6848** SERIAL # **130122P#08MESM**
MODEL: **AC6848** SERIAL # **130124P#09MESM**
MODEL: **AC6848** SERIAL # **121025P#236MESM**
MODEL: **AC6848** SERIAL # **121107P#253MESM**
MODEL: **AC6848** SERIAL # **121107P#252MESM**
MODEL: **AC6848** SERIAL # **121106P#249MESM**

Recommendation: Facilities Maintenance recommends approval. This maintenance agreement includes two radiation checks and calibrations per year/machine.

Contract/Agreement: The agreement is for one year. See Resolution Exhibit A. Rates are the same as last year.

Legal Review: Normal maintenance agreement

Follow-Up: Facilities Maintenance will complete the annual registration of all building X-Ray scanning machines with IEMA.

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

Sponsored by: Burt Gerl

Submitted by: Public Safety and Judiciary Committee

2021 CR

**RESOLUTION RENEWING THE ANNUAL MAINTENANCE AGREEMENT FOR X-RAY
SCANNERS**

WHEREAS, the County of Winnebago purchased the following seven X-Ray Scanners for various security locations within County facilities in 2012 from AutoClear, LLC; and,

MODEL: **AC6848** SERIAL # **121025P#235MESM**

MODEL: **AC6848** SERIAL # **130122P#08MESM**

MODEL: **AC6848** SERIAL # **130124P#09MESM**

MODEL: **AC6848** SERIAL # **121025P#236MESM**

MODEL: **AC6848** SERIAL # **121107P#253MESM**

MODEL: **AC6848** SERIAL # **121107P#252MESM**

MODEL: **AC6848** SERIAL # **121106P#249MESM**

WHEREAS, a one (1) year Platinum Level Maintenance Agreement was included with the original purchase and has been renewed annually, providing premier service and unlimited technical support, parts, travel expenses of technicians, and two (2) preventive maintenance checks with radiation survey (cleaning, adjustments, tightening, and calibrations) to be completed on each unit per year; and

WHEREAS, proper maintenance for this security equipment is vital to the safety of all persons entering a secure County facility, and to ensure compliance with standards specifically established by the State of Illinois for this type of equipment; and

WHEREAS, the County of Winnebago would like to renew the AutoClear, LLC Annual Maintenance Agreement for each scanner at the Platinum Level rate of FOUR THOUSAND FOUR HUNDRED DOLLARS (\$4,400) per unit, for a total of THIRTY-THOUSAND EIGHT HUNDRED DOLLARS (\$30,800); and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois has reviewed the AutoClear, LLC Annual Maintenance Agreement, Resolution Exhibit A, and recommends renewal; and

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

12000-01721:	3 X-Ray Machines	\$13,200
12000-01056:	1 X-Ray Machine	\$ 4,400
12000-01526:	1 X-Ray Machine	\$ 4,400
12000-27000:	2 X-Ray Machines	\$ 8,800

NOW, THEREFORE, BE IT RESOLVED, that any agreement entered into by the County pursuant to the authority granted in this Resolution shall have substantially the same terms as those contained in the agreement, which is attached to this Resolution as Resolution Exhibit A.

BE IT FURTHER RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Facilities Engineer is hereby directed and authorized to renew the AutoClear, LLC Annual Maintenance Agreement with AutoClear, LLC and to issue a purchase order to AUTOCLEAR, LLC, 10A BLOOMFIELD AVENUE PINE BROOK, NJ 07058 in the amount of THIRTY THOUSAND EIGHT HUNDRED DOLLARS (\$30,800) for payment of the one year agreement.

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 directed and authorized to prepare and deliver certified copies of this Resolution to the Facilities Engineer, Director of Purchasing, Finance Director, Board Office and County Auditor.

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BURT GERL, CHAIRMAN

BURT GERL, CHAIRMAN

AARON BOOKER, VICE CHAIRMAN

AARON BOOKER, VICE CHAIRMAN

ANGIE GORAL

ANGIE GORAL

BRAD LINDMARK

BRAD LINDMARK

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

DOROTHY REDD

DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County
of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

LORI GUMMOW

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

JOSEPH CHIARELLI

CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

Resolution Exhibit A

AUTOCLEAR

10A BLOOMFIELD AVE, PINE BROOK, NJ 07058

Tel: 973-276-6000;

Fax: 973-276-6166

ANNUAL MAINTENANCE AGREEMENT

BILLING ADDRESS:

SYSTEM ADDRESS:

Winnebago County
650 West State St
Rockford, IL 61101

GSA ACCOUNT: _____

ATTN: Ann Johns

PHONE: 815-319-4386

<u>MODEL</u>	<u>SERIAL #</u>	<u>AGREEMENT PERIOD</u>	<u>PLAN</u>	<u>PRICE</u>
<u>AC6848</u>	<u>121025P#235MESM</u>	<u>01/28/22 – 01/27/23</u>	<u>PLATINUM</u>	<u>\$4400</u>
<u>AC6848</u>	<u>130122P#08MESM</u>	<u>01/28/22 – 01/27/23</u>	<u>PLATINUM</u>	<u>\$4400</u>
<u>AC6848</u>	<u>130124P#09MESM</u>	<u>01/28/22 – 01/27/23</u>	<u>PLATINUM</u>	<u>\$4400</u>
<u>AC6848</u>	<u>121025P#236MESM</u>	<u>01/28/22 – 01/27/23</u>	<u>PLATINUM</u>	<u>\$4400</u>
<u>AC6848</u>	<u>121107P#253MESM</u>	<u>01/28/22 – 01/27/23</u>	<u>PLATINUM</u>	<u>\$4400</u>
<u>AC6848</u>	<u>121107P#252MESM</u>	<u>01/28/22 – 01/17/23</u>	<u>PLATINUM</u>	<u>\$4400</u>
<u>AC6848</u>	<u>121106P#249MESM</u>	<u>01/28/22 – 01/27/23</u>	<u>PLATINUM</u>	<u>\$4400</u>

TOTAL: \$30,800

THERE ARE 2 PREVENTIVE MAINTENANCE CHECKS WITH RADIATION SURVEY PER YEAR WITH THE PLATINUM LEVEL. TO BE SCHEDULED BY THE ACCOUNT.

PLEASE SIGN BELOW AND RETURN WITH PO OR PAYMENT

CUSTOMER SIGNATURE

POSITION

DATE

ACCEPTED BY AUTOCLEAR _____ DATE: _____

AUTOCLEAR,LLC AGREES TO PROVIDE AND THE CUSTOMER AGREES TO ACCEPT MAINTENANCE AGREEMENT SERVICES ON THE EQUIPMENT LISTED ABOVE TO THE PLAN CHOSEN. THE TERMS & CONDITIONS LISTED SEPARATELY ARE THE SOLE TERMS & CONDITIONS.



Resolution Executive Summary

Prepared By: John Giliberti, Assistant State's Attorney
Committee: Public Safety and Judiciary Committee
Committee Date: 12-15-2021
Resolution Title: Resolution Approving an Intergovernmental Agreement between the County of Winnebago, Illinois and Community College District 511 for a Cold Forming Training Program at the Winnebago County Justice Center and Tech Bus Storage at 720 Chestnut Street, Rockford, Illinois.

County Code: Not Applicable.

Board Meeting Date: 12-21-2021

Budget Information:

Was item budgeted? n/a	Appropriation Amount: n/a
If not, explain funding source: n/a	
ORG/OBJ/Project Code: n/a	Budget Impact: None

Background Information: Rock Valley College wishes to move out of its cold forming training center at 424 Buckbee Street in Rockford. The County has a warehouse room in the Justice Center that can house the training for both inmates as well as the general public. Rock Valley also would like to store its tech bus at the building owned by the County at 720 Chestnut Street in Rockford during the winter.

Recommendation: Staff concurs.

Contract/Agreement: This is a five-year intergovernmental agreement between the County and Rock Valley to lease a warehouse room at the Justice Center and space at a County building at 720 Chestnut Street, each at \$1 per year.

Legal Review: The State's Attorney's Office reviewed the intergovernmental agreement.

Follow-Up: N/A.

December 21, 2021 Board Meeting

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

2021 CR _____

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

SPONSORED BY: BERT GERL

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS
AND COMMUNITY COLLEGE DISTRICT 511 FOR A COLD FORMING
TRAINING PROGRAM AT THE WINNEBAGO COUNTY JUSTICE CENTER AND
TECH BUS STORAGE AT 720 CHESTNUT STREET, ROCKFORD, ILLINOIS**

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 (hereinafter "County") 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 Trustees of Illinois Community College District No. 511, doing business as Rock Valley College (hereinafter "RVC") is a public community college operating and in existence under the Illinois Public Community College Act (110 ILCS 805/1-1 *et seq.* and is a "special district" which is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, cold forming is a manufacturing process through which a series of die parts are pressed into specific shapes at present temperatures; and

WHEREAS, RVC has a cold forming training program which works to give individuals core skills in the process of cold forming and cold heading; and

WHEREAS, RVC has requested to utilize a warehouse room located in the basement of the Winnebago County Justice Center located at 650 Chestnut Street, Rockford, Illinois for RVC's cold forming training program to train inmates of the Winnebago County Jail and the general public; and

WHEREAS, the County, with input from the Office of the Winnebago County Sheriff, is willing to lease a warehouse room at 650 W. State Street, Rockford, Illinois to RVC for its cold forming training program; and

WHEREAS, RVC has also requested to store its Tech Bus during the winter months at the property owned by the County at 720 Chestnut Street, Rockford, Illinois; and

WHEREAS, the County is willing to lease the property at 720 Chestnut Street, Rockford, Illinois to RVC to store its Tech Bus at said property during the winter months; and

WHEREAS, it would be in the best interests of the citizens of Winnebago County, Illinois for the County to lease a warehouse room at the Winnebago County Justice Center at 650 W. State Street, Rockford, Illinois to RVC for its cold forming training program and to lease the property at 720 Chestnut Street, Rockford, Illinois to RVC to store its Tech Bus at said property during the winter months.

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 Trustees of Illinois Community College District No. 511, doing business as Rock Valley College, 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, County Administrator and Facilities Engineer.

Respectfully submitted,

PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

Bert Gerl, Chairman

Bert Gerl, Chairman

Aaron Booker

Aaron Booker

Angie Goral

Angie Goral

Brad Lindmark

Brad Lindmark

Kevin McCarthy

Kevin McCarthy

Tim Nabors

Tim Nabors

Dorothy Redd

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

Joseph 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 AGREEMENT

BETWEEN COMMUNITY COLLEGE DISTRICT 511 AND
THE COUNTY OF WINNEBAGO, ILLINOIS

THIS AGREEMENT ("Agreement") made this ____ day of _____, 2021 ("Effective Date"), by and among the COUNTY OF WINNEBAGO, Illinois (hereinafter "County") and COMMUNITY COLLEGE DISTRICT 511 d/b/a ROCK VALLEY COLLEGE, with its principal office located at 3301 N Mulford Road, Rockford, Illinois, an Illinois public community college district (hereinafter "College" or "RVC") (collectively, the "Parties").

WHEREAS, the College has established the Cold Forming Training Center at 424 Buckbee Street, Rockford Illinois. This site consists of a lab area and a small classroom. The lab area has several pieces of cold forming equipment "header machines" and machine tools. Most of the cold forming equipment was donated to the College for this program. The College is the owner of this equipment; and

WHEREAS, the College wishes to move out of the 424 Buckbee Street address and is looking for a location to move their Cold Forming equipment while it develops a plan to either develop a permanent location for the program or liquidate the equipment. In addition, the College needs a place to store the RVC Tech Bus during the winter months that is out of the elements; and

WHEREAS, the County owns and operates the Criminal Justice Center (CJC) building located at 650 W State Street, Rockford Illinois. This building lodges the Winnebago County Sheriff's Office. The building also lodges the Winnebago County Jail and has loading docks and industrial rated floors and electrical ability to accommodate the Cold Forming Equipment. The County also owns 720 Chestnut Street Rockford, Illinois. This building is an old industry building with a large enclosed loading dock bay.

WHEREAS, both parties have an existing agreement to conduct Computer Numerically Controlled ("CNC") training for inmates at Winnebago County Jail that is very successful. Both parties are interested in expanding the existing training to include a Cold Forming Training curriculum that can be utilized by the County to train inmates and by the College to train the general public; and

NOW, THEREFORE, the Parties agree as follows concerning the relationship between the County and the College:

I. LOCATION

- A. The County agrees to lease a room called the "Southwest Garage Warehouse Room 0109", consisting of a room approximately 50 x 70 feet, located in the basement of the CJC to the College for the fee of one dollar (\$1) per year to utilize as the Cold Forming Training Center. This area is located next to the Winnebago County Jail and inmates can exit the jail and enter directly into the classroom location. In addition, traditional RVC students (non-inmates) shall be able to access the area from the lower level entrance of the CJC located near the loading docks. Traditional RVC students (non-inmates) and RVC instructors shall be subject to security screening when entering the Southwest Garage Warehouse Room. The County also agrees to provide parking spots for up to 8 RVC students and one instructor during times when RVC will be conducting training for these students. The County will provide access to restroom facilities located in the loading dock area of the CJC for RVC Students and access to and from the building for breaks, and/or lunch.
- B. The County also agrees to lease the large enclosed loading dock space located at 720 Chestnut Street to the College for the fee of one dollar (\$1) per year to utilize as an indoor storage location for the RVC Tech Bus. The effective dates of said storage for the RVC Tech Bus will be from the second full week of December to the third full week of March each year. The College agrees to leave a key in the bus to allow the County to move the Bus as needed in order to move other County equipment or material into or out of the building. The County agrees to pay for any damages to the Tech Bus should a County employee damage the bus during any movement. Should the County not wish to move the bus, RVC shall make available a RVC employee to move the bus for the County, at no charge. The County must give the College as much advance notice as possible but at least a four hour notice if RVC is requested to move the bus. All individuals, whether County or RVC, shall have the proper licensing in the State of Illinois to operate a bus.

II. MOVING OF EQUIPMENT AND ALTERATIONS

The College agrees to move the listed equipment (see Appendix A) into the CJC Southwest Garage Warehouse Room 0109 located at 650 W. State at no cost to the County. RVC shall, after completion of section IV Inmate Class Contract, utilize an electrical contractor to install the necessary electrical needed for the installation of the Cold Forming Equipment, with RVC paying the entire cost of said necessary electrical for said installation of the Cold Forming Equipment. Any and all necessary said electrical needed for said installation of the Cold Forming Equipment must receive written consent from the County's Facilities Engineer before installation. In addition, RVC shall work with an HVAC contractor to determine if any necessary exhaust system is needed and install the necessary exhaust system at no cost whatsoever to the County. Any and all necessary said exhaust system must receive written consent from the County's Facilities Engineer before installation. The College is under no obligation to install the equipment referenced in this Section II or any other equipment, and has the discretion whether to proceed with the installation after receiving the County's consent.

III. OTHER EQUIPMENT

The College agrees to also provide classroom tables, chairs, white board, tools and other supplies necessary to conduct the training for inmate and RVC student Cold Forming classes.

IV. INMATE CLASS CONTRACT

The County agrees to work with the RVC Business and Professional Institute to develop a contract and fee structure for RVC to provide the curriculum and educational instruction to Winnebago County inmates, similar in nature to the original CNC instructional program that currently exists.

V. TIMELINE

Due to RVC's need to be out of the current location for the Cold Forming Training Program site by December 31, 2021 both parties agree to the following items:

- RVC shall be allowed to move all equipment (see Appendix A) into the CJC Southwest Garage Warehouse Room 0109 during the month of December 2021.

- The County shall have the Southwest Garage Warehouse Room 0109 free and clear of all materials and items that are currently in said Room, except for the air compressor for smoke control, by December 10, 2021.
- Parties shall work on to develop the Inmate Class Contract and after an agreement is reached, RVC shall complete the installation of the electrical and any HVAC requirements.

VI. INDEMINIFICATION AND HOLD HARMLESS.

To the fullest extent permitted by law, each Party to this Agreement shall protect, indemnify, save, defend, and hold harmless the other Party, including its, officers, individual board members, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damage to any property or any injury to any person occurring in, on or about Southwest Garage Warehouse Room 0109, penalties, causes of action, costs and expenses, arising indirectly or directly in connection with or under, or as a result of this Agreement, but only to the extent caused by any negligent or wrongful act or omission of the indemnifying Party. The Party providing the indemnification shall be allowed to raise on behalf of the other Party any and all statutory and/or common law defenses to such claim or action which the other Party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq. (1991).

VII. MISCELLANEOUS

- A. **Term and Termination.** The term of this Agreement shall be for the period commencing December 1, 2021, at 00:01 hours, and expiring on December 1, 2026, at 24:00 hours, unless terminated earlier. Either party may terminate this IGA at any time, for any reason, by providing to the other party ninety (90) days advance written notice. This IGA shall be automatically extended (upon the same terms and conditions) for a one-year term commencing on July 1, 2021 and on July 1 of each subsequent year (if applicable), unless either party has provided to the other party ninety (90) days advanced written notice of non-extension.

- B. **Notices.** All notices which are required or permitted to be given by either Party to the other pursuant to any provisions of this Agreement shall be in writing, and delivered personally (including delivery by a regular messenger or courier service), by overnight express deliver, or by mail. Mailed notices shall be sent by United States Certified or Registered Mail, return receipt request, postage prepaid and shall be deemed delivered two (2) business days after posting. Personally delivered notices and notices deliver by overnight delivery shall be deemed delivered at the time of actual delivery or at the time of attempted delivery (as attested in writing by the person attempting delivery) in the event the intended recipient refuses to accept delivery. The notice addresses of the Parties are as follows:

For Rock Valley College:

Rick Jenks
Vice President of Operations / Chief Operation Officer
Rock Valley College
3301 N Mulford Rd.
Rockford, IL 61114

For Winnebago County:

Gary Carauna
Winnebago County Sheriff
650 W State St.
Rockford, IL 61102

Shawn Franks
Facilities Engineer
Winnebago County Facilities
400 W. State St., Room 020
Rockford, IL 61101

- C. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each remaining term and provision hereof shall be deemed valid and enforceable to the fullest extent permitted by law.

- D. Counterparts. This Agreement may be executed in one or more counterparts, which together shall constitute the original. Faxed or electronic signature will be accepted as originals.
- E. Choice of Law. This Agreement is governed and construed in accordance with the laws of the State of Illinois to the extent applicable.
- F. Authorization. Both Parties hereto acknowledge and represent that their respective boards/councils have fully approved this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement as of the date set forth above at Winnebago County, Illinois.

**BOARD OF TRUSTEES OF
ROCK VALLEY COLLEGE**

By: Jane S. Jundelung
Its: Chairperson

ATTEST:

By: Robert S. Sloan
Its: Secretary
Date: 11.23.21

COUNTY OF WINNEBAGO, ILLINOS

By: _____
Its: _____

ATTEST:

By: _____
Its: _____
Date: _____

WINNEBAGO COUNTY SHERIFF'S OFFICE

Gary Caruana
Winnebago County Sheriff

Date: _____



Resolution Executive Summary

Prepared By: Circuit Court – Thomas Jakeway

Committee: Public Safety and Judiciary

Committee Date: December 15, 2021

Resolution Title: Resolution Authorizing Service Agreements for the Abuse in Later Life Grant

Board Meeting Date: December 21, 2021

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$136,891.17
If not, explain funding source:			
ORG/OBJ/Project Code:	60900-02150	Budget Impact:	N/A

Background Information:

The Department of Justice for Office on Violence against Women funds a Winnebago County Enhanced Training and Services to End Abuse in Later Life Grant. This AILL grant seeks to address elder abuse, neglect and exploitation, domestic violence, dating violence, sexual assault, and stalking against victims who are age 50 or over. AILL funding provides for administrative support, increased stakeholder collaboration, direct services, and training for community and court partners.

Recommendation: The following agreements serve to fulfil the objectives set forth in the grant award and are consistent with the grant budget:

- 1) Agreement with Remedies Renewing Lives, Inc.
- 2) Agreement with the City of Rockford
- 3) Agreement with Rockford Area Sexual Assault Counseling
- 4) Agreement with Prairie State Legal Services
- 5) Agreement MercyHealth at Home

Contract/Agreement: See attached.

Legal Review: Reviewed by Winnebago County State's Attorney's Office

Follow-Up: N/A

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

Sponsored by: Burt Gerl, Committee Chairman
Submitted by: Public Safety and Judiciary Committee
2021 CR

**RESOLUTION AUTHORIZING SERVICE AGREEMENTS FOR
THE ABUSE IN LATER LIFE GRANT**

WHEREAS, Winnebago County and the 17th Judicial Circuit Court have been awarded a Justice for Families Grant from the Department of Justice Office on Violence Against Women; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed an Agreement with Remedies Renewing Lives, Inc., Resolution Exhibit A, an Agreement from the City of Rockford, Resolution Exhibit B, an Agreement with Rockford Sexual Assault Counseling, Inc, Resolution Exhibit C, an Agreement with Prairie State Legal Services, Resolution Exhibit D, and an Agreement with MercyHealth at Home, Resolution Exhibit E, for services in connection with the aforementioned grant award; and

WHEREAS, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned services have been budgeted and will be payable from 60900-02150;

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, the above referenced Agreement with Remedies Renewing Lives, Inc., Agreement with the City of Rockford, Agreement with Rockford Sexual Assault Counseling, Agreement with Prairie State Legal Services, and Agreement with MercyHealth at Home.

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 Court Administration Office, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND REMEDIES RENEWING LIVES**

This Agreement is made and entered into this 1st day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Remedies Renewing Lives, with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

(a) Remedies Renewing Lives staff members will participate in the Abuse in Later Life Coordinated Community Response Team (ALL CCR) meetings, activities and trainings, and collaborate with ALL CCR partner agencies and community organizations in responding and coordinating services to survivors of abuse in later life age 50 and older.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of Becky Winstead at a hourly rate of \$37.35 up to 22 hours and Casey Bachochin at an hourly rate of \$25.63 up to 24 hours for a total amount not to exceed \$1,436.82 for the term of this Agreement.

(c) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at agrzelak@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and

passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notice to:** All notices to the County/Court in connection with this Agreement shall be sent to:

Anna Grzelak
400 W. State Street
Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Remedies Renewing Lives
Attn: Becky Winstead
220 Easton Parkway
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural disaster, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, labor difficulties or other events or causes outside of the reasonable control of a party (each a "Force Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No

amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

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

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: _____
Eugene G. Doherty, in his capacity as Chief Judge

REMEDIES RENEWING LIVES

By:  _____
Gary Halbach, Executive Director

Exhibit A

Remedies Renewing Lives			
Name of Consultant	Service Provided	Computation	Cost
Becky Winstead	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$37.35/hr x 22 hours	\$821.70
Casey Bachochin	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$25.63 x 24 hours	\$615.12
Consultant Subtotal			\$1,436.82

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND THE CITY OF ROCKFORD**

This Agreement is made and entered into this 1st day of December, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and the City of Rockford with an address at 425 East State Street, Rockford, Illinois 61101 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on December 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

(a) The Abuse in Later Life Advocate will provide advocacy services and outreach to victims/survivors of domestic violence, sexual assault, stalking or elder abuse age 50 and older. The Abuse in Later Advocate will participate in outreach efforts to increase awareness of services provided, and participate in Coordinated Community Response (CCR) meetings, events, activities and trainings. The Abuse in Later Life Advocate will travel as necessary to provide services, outreach, attend meetings and fulfill duties of position. A supervisor of Subcontractor shall provide one hour of supervision for the Abuse Later Life Advocate per week.

Supplies will be provided to the Abuse in Later Life Advocate by the County and Court to the extent authorized under the terms of the Grant.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses an

the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Abuse in Later Life Advocate at the annual rate of \$42,000 and for the costs associated with FICA (7.65%), Worker's Compensation (.28%), Unemployment (flat rate), Life Insurance (flat rate), Health Insurance (flat rate) and Retirement (10.99%), for a total amount not to exceed \$64,440.00 over the term of this 11-month Agreement. The County agrees to pay Subcontractor for the mileage of the Abuse in Later Life Advocate at a rate up to .575 per mile up to 2,600 miles for a total amount not to exceed \$1,495.00 over the term of this 10-month Agreement.

(c) The County agrees to pay Subcontractor for the services of a supervisor of the Abuse in Later Life Advocate at a rate of \$54.70 per hour (calculated including fringe benefit costs) up to 44 hours for a total amount not to exceed \$2,406.80 for the term of this 10-month Agreement.

(d) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at agrzelak@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(e) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(f) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(g) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within

thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notice to:** All notices to the County/Court in connection with this Agreement shall be sent to:

Anna Grzelak
400 W. State Street, Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

City of Rockford
Attn: Jennifer Cacciapaglia
315 N. Main St.
Rockford, IL 61101

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural disaster, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or

utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, labor difficulties or other events or causes outside of the reasonable control of a party (each a "Force Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

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

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: _____
Eugene G. Doherty, in his capacity as Chief Judge

CITY OF ROCKFORD

By: _____
Thomas P. McNamara, Mayor of the City of Rockford

Exhibit A

Family Peace Center Budget Abuse in Later Life Grant Project FY 2021-2022 (10 months)			
Name of Consultant	Service Provided	Computation	Cost
Abuse in Later Life Advocate	Provide advocacy services, outreach, and attend meetings, events, activities and trainings.	\$42,000 annual salary: \$3,500 monthly x 10 months Fringe: FICA @7.65% Retirement @ 10.99% Workers Comp @ .28% Health Ins. (Flat Rate) Life Ins. (Flat Rate) Unemployment (Flat Rate) Fringe Total Salary & Fringe:	\$35,000 \$2,677.50 \$3,846.50 \$98.00 \$22,750. \$34.00 \$34.00 \$29,440.00 \$64,440.00
Deputy Director	Travel necessary to provide advocacy and outreach and attend meetings, events, activities and trainings.	Up to .575 per mile x 2,600 miles	\$1,495.
	Provide one hour per week of supervision for the Abuse in Later Life Advocate.	\$72,634. annual salary: \$6,053. monthly x 10 months= \$60,530. Fringe: FICA @7.65% - \$4,630.55 Retirement @ 10.99%= \$6,652. Workers Comp @ .28%= \$169.48 Health Ins. (Flat Rate) - \$22,750. Life Ins. (Flat Rate)- \$34.00 Unemployment (Flat Rate)- \$34.00 Fringe Total: \$34,270.03 Salary & Fringe: \$94,800.03 /1,733 hours=\$54.70 hourly rate x 44 hours	\$2,406.80
Total			\$68,341.80

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND ROCKFORD SEXUAL ASSAULT
COUNSELING**

This Agreement is made and entered into this 1st day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Rockford Sexual Assault Counseling, with an address at 4990 East State Street, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

(a) Rockford Sexual Assault Counseling staff members will participate in the Abuse in Later Life Coordinated Community Response Team (ALL CCR) meetings, activities, and trainings, and collaborate with ALL CCR partner agencies and community organizations in responding and coordinating services to survivors of abuse in later life age 50 and older. Subcontractor will provide up to 572 hours of individual and group counseling services for survivors of abuse in later life age 50 and older.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of Erica Engler at a hourly rate of \$43.07 up to 22 hours, Paula Peterson at a hourly rate of \$28.33 up to 30 hours and for counseling services at a hourly rate of \$25.00 up to 572 hours, for a total amount not to exceed \$16,097.44 for the term of this Agreement.

(c) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at agrzelak@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notice to:** All notices to the County/Court in connection with this Agreement shall be sent to:

Anna Grzelak
400 W. State Street
Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Rockford Sexual Assault Counseling
Attn: Erica Engler
4990 East State Street
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural disaster, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, labor difficulties or other events or causes outside of the reasonable control of a party (each a "Force

Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

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

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: _____
Eugene G. Doherty, in his capacity as Chief Judge

ROCKFORD SEXUAL ASSAULT COUNSELING

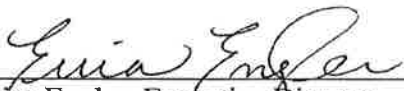
By:  _____
Erica Engler, Executive Director

Exhibit A

Rockford Sexual Assault Counseling (RSAC)			
Name of Consultant	Service Provided	Computation	Cost
Erica Engler, Executive Director	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$43.07 x 22 hours	\$947.54
Paula Peterson, Legal Advocate	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$28.33 x 30 hours	\$849.90
Individual/ Group Counseling	Up to 572 hours of individual and/or group counseling	\$25.00 per hour x 572 hours= \$14,300.	\$14,300.
RSAC TOTAL			\$16,097.44

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND PRAIRIE STATE LEGAL SERVICES**

This Agreement is made and entered into this 1st day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Prairie State Legal Services, with an address at 303 N. Main Street, Rockford, Illinois 61101 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

(a) Prairie State Attorneys shall provide up to a total of 104 hours of civil legal assistance for adults age 50 and older who are victims/survivors of domestic violence, sexual assault, stalking or elder abuse. Civil legal assistance can be provided in assisting with temporary or plenary order of protection, removal of abuser's name from a legal document or other legal assistance deemed necessary for the immediate safety of the survivor seeking services. The Managing Attorney of Prairie State Legal Services Rockford branch offices shall provide supervision and administrative oversight to Staff Attorneys who provide civil legal assistance through this grant program.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of its attorneys and an hourly rate of \$81.25, up to a total of 104 hours, for a total amount not to exceed \$9,295.00. Not more than 10% of the hours may be for the services of the Managing Attorney for the supervision and administrative oversight of the Staff Attorneys.

(c) Subcontractor shall submit invoices quarterly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at agrzelak@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of quarterly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor. However, in accordance with the Illinois Code of Professional Conduct, subcontractor shall have no obligation to disclose or produce any materials containing information relating to the representation of a client of Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or

demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notice to:** All notices to the County/Court in connection with this Agreement shall be sent to:

Anna Grzelak
400 W. State Street
Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Prairie State Legal Services
Attn: Jesse Hodierne
303 North Main Street
Rockford, IL 61101

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural disaster, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, labor difficulties or other events or causes outside of the reasonable control of a party (each a "Force Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

19. **Invalidity:** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

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

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: _____
Eugene G. Doherty, in his capacity as Chief Judge

PRAIRIE STATE LEGAL SERVICES

By: Michael O'Connor
Michael O'Connor, Executive Director

Exhibit A

Prairie State Legal Services			
Name of Consultant or Position	Service Provided	Computation	Cost
Staff Attorneys	Civil Legal Services	\$81.25 per hour x 2 hours per week for a total of 104 hours \$81.25 x 104= \$8,450.	\$8,450.
Attorney Jesse Hodierne or Managing Attorney	Supervision of Staff Attorneys/Civil Legal Services	10% of Staff Attorney's cost allocated for supervision	\$845.
Consultant Subtotal			\$9,295.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND MERCYHEALTH AT HOME**

This Agreement is made and entered into this 1st day of October, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Mercyhealth at Home Adult Protective Services, with an address at 4223 East State Street, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded a one year no cost extension for the Department of Justice's Office on Violence Against Women (OVW) FY18 Enhanced Training and Services to End Abuse in Later Life Program grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

(a) Mercyhealth at Home Adult Protective Services staff members will participate in the Abuse in Later Life Coordinated Community Response Team (ALL CCR) meetings, activities, events and trainings, and collaborate with ALL CCR partner agencies and community organizations in responding and coordinating services to survivors of abuse in later life age 50 and older.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of Yvonne Anderson at a hourly rate of \$65.00 up to 14 hours and Courtney Miller at a hourly rate of \$45.00 up to 30 hours for a total amount not to exceed \$2,260.00 for the term of this Agreement.

(c) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at agrzelak@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make

audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notice to:** All notices to the County/Court in connection with this Agreement shall be sent to:

Anna Grzelak
400 W. State Street
Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Mercyhealth at Home
Attn: Vice President
4223 East State Street
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural disaster, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, labor difficulties or other events or causes outside of the reasonable control of a party (each a "Force

Majeure Event"). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By:

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

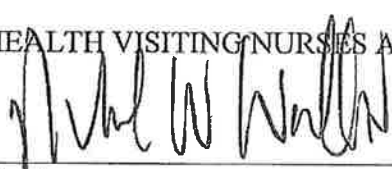
THE 17TH JUDICIAL CIRCUIT COURT

By:

Eugene G. Doherty, in his capacity as Chief Judge

MERCYHEALTH VISITING NURSES ASSOCIATION, INC.

By:



Robert W. Walters, Vice President of Home Care

Exhibit A

Mercyhealth at Home – Adult Protective Services			
Name of Consultant	Service Provided	Computation	Cost
Yvonne Anderson, Supervisor of Adult Protective Services	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$65.00/hr x 14 hours	\$910.00
Courtney Miller	Attend/participate in coordinated community response meetings, activities, events and trainings.	\$45.00 x 30 hours	\$1,350.00
Consultant Subtotal			\$2,260.00



Resolution Executive Summary

Prepared By: Circuit Court – Thomas Jakeway

Committee: Public Safety and Judiciary

Committee Date: December 15, 2021

Resolution Title: Resolution Authorizing Agreements for the Justice for Families Grant

Board Meeting Date: December 21, 2021

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$182,958.00
If not, explain funding source:			
ORG/OBJ/Project Code:	60900-01069	Budget Impact:	N/A

Background Information:

The Department of Justice Office on Violence against Women funds a Justice for Families Grant. This JFF grant supports the work and enhancement of the 17th Judicial Circuit's Domestic Violence Coordinated Courts. JFF funding provides for administrative support, increased stakeholder collaboration, survivor advocacy, and training for community and court partners.

Recommendation: The following agreements serve to fulfil the objectives set forth in the grant award and are consistent with the grant budget:

- 1) Agreement with Remedies Renewing Lives, Inc.
- 2) Agreement with City of Rockford
- 3) Agreement with Rockford Alliance Against Sexual Assault Exploitation
- 4) Agreement with YWCA Northwestern Illinois
- 5) Agreement with RAMP Center for Independent Living
- 6) Agreement with Prairie State Legal Services
- 7) Agreement with Rockford Sexual Assault Counseling, Inc.

Contract/Agreement: See attached.

Legal Review: Reviewed by Winnebago County State's Attorney's Office

Follow-Up: N/A

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

Sponsored by: Burt Gerl, Committee Chairman
Submitted by: Public Safety and Judiciary Committee
2021 CR

**RESOLUTION AUTHORIZING SERVICE AGREEMENTS FOR
THE JUSTICE FOR FAMILIES GRANT**

WHEREAS, Winnebago County and the 17th Judicial Circuit Court have been awarded a Justice for Families Grant from the Department of Justice Office on Violence Against Women; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago has reviewed an Agreement with Remedies Renewing Lives, Inc., Resolution Exhibit A, an Agreement from the City of Rockford, Resolution Exhibit B, an Agreement with Rockford Alliance Against Sexual Assault Exploitation, Resolution Exhibit C, an Agreement with YWCA Northwestern Illinois, Resolution Exhibit D, an Agreement with Ramp Center for Independent Living, Resolution Exhibit E, an Agreement with Prairie State Legal Services, Resolution Exhibit F, and an Agreement with Rockford Sexual Assault Counseling, Inc, Resolution Exhibit G, for services in connection with the aforementioned grant award; and

WHEREAS, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned services have been budgeted and will be payable from 60900-01069;

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, the above referenced Agreement with Remedies Renewing Lives, Inc., Agreement with the City of Rockford, Agreement with Rockford Alliance Against Sexual Assault Exploitation, Agreement with YWCA Northwestern Illinois, Agreement with Prairie State Legal Services, and Agreement with Rockford Sexual Assault Counseling, Inc.

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 Court Administration Office, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, THE 17th JUDICIAL CIRCUIT
COURT OF ILLINOIS AND REMEDIES RENEWING LIVES, INC.**

This Agreement is made and entered into this ____ day of ____, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Remedies Renewing Lives, Inc. with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term**: The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2022 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services**: The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Remedies Legal Advocate will work in the Domestic Violence Assistance Center (DVAC) 30 hours per week. The Parties recognize that this Remedies Legal Advocate may in addition to these 30 hours provide an additional 10 hours work in the Domestic Violence Assistance Center under the terms of a separate agreement. The Legal Advocate will provide advocacy to victims in the Domestic Violence Coordinated Court (DVCC), with a particular focus on advocacy throughout and after the Order of Protection Process. The Legal Advocate will work directly with the DVCC Case Docket Coordinator to coordinate resources and referrals, investigate motions to vacate OPs, and provide on-site advocacy to victims during each plenary Order of Protection hearings held in the DVCC. The Legal Advocate will serve as the point of contact for the Pro-Bono Attorney Project. The Legal Advocate will attend DVAC meetings, meeting of the Victim Safety and Security committee, Judges

and Legal Advocates Meetings and will assist in ensuring grant objectives and goals are met, including keeping track of data required for grant reporting requirements.

- b) Remedies' Vice President of Domestic Violence Services will provide supervision to the Remedies Legal Advocate. The Remedies VP of DV Services will work with the DVAC Coordinator to develop best practices for the DVAC and will assist with training DVAC volunteers. Ms. Winstead, or her designee, will be compensated for up to 24 hours for participation in this project.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Legal Advocate at the hourly rate of \$16.34 for the project for a total amount not to exceed \$25,490.40 over the term of this Agreement. The County agrees to pay Subcontractor for the costs associated with FICA (7.65%), Worker's Compensation (2%), Unemployment (1%), and Retirement (6%), for a total amount not to exceed \$4,244.15 over the term of the Agreement. The County agrees to pay Subcontractor for the services of the Vice President of DV Operations at an hourly rate of \$40.37 for the project for a total amount to not exceed \$968.88 over the term of this Agreement. The County agrees to pay Subcontractor a monthly copier fee amount of \$33.00, to not exceed \$400.00 over the term of this Agreement. The County agrees to pay Subcontractor an Indirect Cost Rate of 10%, not to exceed \$3,014.00 over the term of this Agreement.

(c) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Nicole Ticknor at nticknor@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor, which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required

assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) Lobbying: Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably

satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notices:** All notices to the County/Court in connection with this Agreement shall be sent to:

Domestic Violence Coordinated Court
Attn: Nicole Ticknor
400 W. State Street, Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Remedies Renewing Lives, Inc.
Attn: Grants and Contracts Manager
220 Easton Parkway
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every

other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

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

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: _____
Eugene G. Doherty, in his capacity as Chief Judge

REMEDIES RENWING LIVES, INC

By: _____
Gary Halbach

FY2021 Justice for Families Program Consultants/Contracts Budget Summary

Remedies Renewing Lives

Salary

Position	Year 1	Year 2	Year 3	Total
Remedies Legal Advocate .75FTE	\$33,987.20 x .75FTE = \$25,490.40	x	x	\$25,490.40
Remedies VP of DV Services	\$40.37/hr x 24 hours = \$968.88	x	x	\$968.88
DVAC Remedies Copier Fee	\$33.00/mo x 12 = \$396.00	x	x	\$396.00

Benefits/Fringe

Remedies Legal Advocate	Year 1	Year 2	Year 3	Total
FICA (7.65%)	\$25,490.00 x 7.65% = \$1,948.98	x	x	\$1,948.98
Retirement (6%)	\$25,490.00 x 6% = \$1,529.40	x	x	\$1,529.40
Workers Comp (2%)	\$25,490.00 x 2% = \$509.80	x	x	\$509.80
Unemployment (1%)	\$25,490.00 x 1% = \$254.90	x	x	\$254.90
Total	\$4,243.08	x	x	\$4,243.08

The Remedies Legal Advocates will provide comprehensive advocacy to victims seeking an order of protection (OP) in DV civil and criminal courts. The .75 FTE advocate will be located at the Domestic Violence Assistance Center (DVAC) and due to their location in the courthouse, will provide a specialized focus on advocacy throughout and after the OP process, including providing on-site court advocacy. The remaining .25FTE of this position is funded by the Improving Criminal Justice Response (ICJR) grant program which allows for an expansion of advocacy services for OPs heard in family court. Remedies' Vice President of Domestic Violence Services, Becky Winstead, will provide supervision to the Remedies Legal Advocates. The Remedies VP of DV Services will work with the DVAC Coordinator to develop best practices for the DVAC and will assist with training DVAC volunteers. Ms. Winstead, or her designee, will be compensated for up to 24 hours for participation in this project. The copier fee charge is a prorated cost based on grant-funded staff use of the copier in the DVAC space. Remedies will receive an indirect cost rate of 10%, to not exceed \$3,014.00 per the contractual agreement.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, THE 17th JUDICIAL CIRCUIT
COURT OF ILLINOIS AND CITY OF ROCKFORD, ILLINOIS.**

This Agreement is made and entered into this ____ day of ____, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and The City of Rockford with an address at 425 E. State Street, Rockford, Illinois 61104 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2024 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Family Peace Center Legal Advocate will work at the City of Rockford Family Peace Center 40 hours per week (1.0 FTE). The Legal Advocate will provide advocacy to victims in the Domestic Violence Coordinated Court (DVCC), with a particular focus on advocacy throughout and after the Order of Protection Process. The Legal Advocate will work directly with the DVCC Case Docket Coordinator to coordinate resources and referrals, investigate motions to vacate OPs, and provide on-site advocacy to victims during plenary Order of Protection hearings held in the DVCC. The Legal Advocate will attend Domestic Violence Assistance Center ("DVAC") meetings, meeting of the Victim Safety and Security committee, Judges and Legal Advocates Meetings and will assist in ensuring grant objectives and goals are met, including keeping track of data required for grant reporting requirements.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Legal Advocate at the annual rate of \$42,000 for Year 1, \$43,260.00 for Year 2, and \$44,557.80 for Year 3 for the project for a total amount not to exceed \$129,817.80 over the term of this Agreement. The County agrees to pay Subcontractor for the costs associated with FICA (7.65%), Worker's Compensation (.28%), Unemployment (flat rate), Life Insurance (flat rate), Health Insurance (flat rate) and Retirement (10.99%), for a total amount not to exceed \$109,516.93 over the term of the Agreement.

(c) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Nicole Ticknor at nticknor@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed

pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in

accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notices:** All notices to the County/Court in connection with this Agreement shall be sent to:

Domestic Violence Coordinated Court
Attn: Nicole Ticknor
400 W. State Street, Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

City of Rockford
Family Peace Center
Attn: Jennifer Cacciapaglia
315 N. Main St.
Rockford, IL 61101

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

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

THE COUNTY OF WINNEBAGO, ILLINOIS

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

THE 17TH JUDICIAL CIRCUIT COURT

By: _____
Eugene G. Doherty, in his capacity as Chief Judge

CITY OF ROCKFORD

By: _____
Thomas P. McNamara, Mayor of the City of Rockford

FY2021 Justice for Families Program Consultants/Contracts Budget Summary

Family Peace Center/City of Rockford Legal Advocate

Salary

Position	Year 1	Year 2	Year 3	Total
FPC/City of Rockford Legal Advocate 1.0 FTE	\$42,000.00	\$43,260.00	\$44,557.80	\$129, 817.80
Total				\$129, 817.80

Benefits/Fringe

FPC/City of Rockford Legal Advocate 1.0 FTE	Year 1	Year 2	Year 3	Total
FICA (7.65%)	\$42,000.00 x 7.65% = \$3,213.00	\$43,260.00 x 7.65% = \$3,309.39	\$44,557.80 x 7.65% = \$3,408.67	\$9,931.06
Retirement (10.99%)	\$42,000 x 10.99% = \$4,615.80	\$43,260.00 x 10.99% = \$4,754.27	\$44,557.80 x 10.99% = \$4,896.90	\$14,266.97
Workers Comp (.28%)	\$42,000 x .28% = \$1,176	\$43,260.00 x .28% = \$1,211.28	\$44,557.80 x .28% = \$1,247.62	\$3,634.90
Health (flat rate-maximum allowable)	\$27,300.00	\$27,300.00	\$27,300.00	\$81,480.00
Life (flat rate)	\$34.00	\$34.00	\$34.00	\$102.00
Unemployment (flat rate)	\$34.00	\$34.00	\$34.00	\$102.00
Total	\$26, 232.80	\$26,502.94	\$26,781.19	\$109,516.93

The 1.0 FTE City of Rockford Family Peace Center advocate will be primarily located at the Family Peace Center (FPC) and will assist those seeking an order of protection from the FPC. This advocate will work with the Case Docket/ Resource Coordinator to coordinate resources and referrals and address issues related to service of OPs. Both advocates will be cross-trained to assist with OPs being filed in both criminal and civil court and will be able to provide advocacy and assistance in both components of the DVCC. Advocates will attend DVAC meetings, meeting of the Victim Safety and Security committee, Judges and Legal Advocates Meetings and will assist in ensuring grant objectives and goals are met, including keeping track of data required for grant reporting requirements. Salary and benefit information was provided by the City of Rockford and is consistent with other grant funded positions located at the Family Peace Center. A 3% annual cost of living increase is reflected above.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND ROCKFORD ALLIANCE AGAINST SEXUAL
EXPLOITATION**

This Agreement is made and entered into this ____ day of ____, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Rockford Alliance Against Sexual Exploitation, with an address at PO Box 17062, Rockford, Illinois 61110 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2024 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Vice President or Program Director will participate in this grant program by collaborating in the development of grant deliverables and providing consultation surrounding the needs of human trafficking survivors. Subcontractor staff will participate in meetings under this grant program including but not limited to the Victim Safety and Security Subcommittee.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Program Director or their designee at a rate of \$40.00 per hour for Year 1, \$41.20 per hour for Year 2, and \$42.44 per hour for Year 3, for a total amount not to exceed \$2,977.00 for the term of this Agreement.

(c) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Nicole Ticknor at nticknor@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor, which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notices:** All notices to the County/Court in connection with this Agreement shall be sent to:

Domestic Violence Coordinated Court
Attn: Nicole Ticknor
400 W. State Street, Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Rockford Alliance Against Sexual Exploitation
Attn: Program Director
PO Box 17062
Rockford, IL 61110

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law,

order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, labor difficulties or other events or causes outside the reasonable control of a party (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

19. **Invalidity:** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By:

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

THE 17TH JUDICIAL CIRCUIT COURT

By: _____
Eugene G. Doherty, in his capacity as Chief Judge

ROCKFORD ALLIANCE AGAINST SEXUAL EXPLOITATION

By: _____
David Gill, Board President

FY2021 Justice for Families Program Consultants/Contracts Budget Summary

Consultants

Consultant	Year 1	Year 2	Year 3	Total
YWCA Northwestern Illinois	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
Rockford Sexual Assault Counseling	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
RAMP	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
Rockford Alliance Against Sexual Exploitation	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
Prairie State Legal Services	\$2,000.00			\$2,000.00

The YWCA of Northwestern Illinois (the YWCA) and its department, La Voz Latina, with the assistance of Chief Administrative Officer, Luz Ramirez or her designee, will provide consultation on this project and will collaborate with project partners to assist in the completion of project goals. The YWCA specializes in assisting immigrant populations within Winnebago County. The YWCA offers advocacy for at risk families and families in crisis, immigrant and refugee assistance, and referral to services. The YWCA provides assistance with obtaining public benefits, case management, and home visiting services for at-risk families. The organization also facilitates Spanish and English Partner Abuse Intervention Programs. Ms. Ramirez, or her designee, will be compensated for up to 72 hours for participation in this project total, or 24 hours a project year. Rockford Sexual Assault Counseling (RSAC) is the sexual assault victim service provider for the County. Erica Engler, Executive Director, and Paula Peterson, Legal Advocate, will collaborate with this project. Ms. Peterson will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Rockford Alliance Against Sexual Exploitation (RAASE) is the human trafficking victim service provider for the County. Lori Johnson, Vice President, has expertise in the area of human trafficking that she will share with DVCC staff and partners through this project. Ms. Johnson, or her designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Regional Access and Mobilization Project (RAMP) Center for Independent Living provides advocacy, peer support, and education to ensure people with disabilities are empowered and able to participate in society fully. Eric Brown, Education and Advocacy Coordinator, will collaborate with this project. Mr. Brown, or his designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. A 3% annual cost of living increase for the YWCA, Rockford Sexual Assault Counseling, RAMP, and Rockford Alliance Against Sexual Exploitation is reflected above. Prairie State Legal Services provides free civil legal services to Northern Illinois. Michael T. O'Connor, Executive Director, Jesse Hodiernne, Managing Attorney, Rockford Office,

FY2021 Justice for Families Program Consultants/Contracts Budget Summary

and Wendy Crouch, Pro Bono Coordinator, have expertise in DV and SA that will guide their administration and oversight of the Domestic Violence Pro Bono Attorney project. Kathy Bettcher, Director of Family and Survivor Advocacy will participate in developing and facilitating training for Pro Bono Attorney project volunteers. \$2,000 is allocated to Prairie State Legal to support costs associated with administrative oversight of the Pro Bono Attorney Project. This amount reflected in Year 1 is for the full project period.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND YWCA NORTHWESTERN ILLINOIS**

This Agreement is made and entered into this ____ day of ____, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and YWCA Northwestern Illinois, with an address at 4990 E. State Street Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term**: The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2024 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services**: The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Chief Administrative Officer, or their designee, will participate in this grant program by collaborating in the development of grant deliverables and providing consultation surrounding the needs of immigrant survivors. Subcontractor staff will participate in meetings under this grant program including but not limited to the Victim Safety and Security Subcommittee and meetings to establish policies surrounding U-Visa applications.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment**:

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Chief Administrative Officer or their designee at a rate of \$40.00 per hour for Year 1, \$41.20 per hour for Year 2, and \$42.44 per hour for Year 3, for a total amount not to exceed \$2,977.00 for the term of this Agreement.

(c) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Nicole Ticknor at nticknor@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor, which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notices:** All notices to the County/Court in connection with this Agreement shall be sent to:

Domestic Violence Coordinated Court
Attn: Nicole Ticknor
400 W. State Street, Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

YWCA Northwestern Illinois
Attn: Chief Executive Officer
4990 E. State St.
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law,

order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By:

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

THE 17TH JUDICIAL CIRCUIT COURT

By: Eugene G. Doherty, in his capacity as Chief Judge

YWCA NORTHWESTERN ILLINOIS

By: Kris L. Machajewski, President/CEO

FY2021 Justice for Families Program Consultants/Contracts Budget Summary

Consultants

Consultant	Year 1	Year 2	Year 3	Total
YWCA Northwestern Illinois	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
Rockford Sexual Assault Counseling	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
RAMP	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
Rockford Alliance Against Sexual Exploitation	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
Prairie State Legal Services	\$2,000.00			\$2,000.00

The YWCA of Northwestern Illinois (the YWCA) and its department, La Voz Latina, with the assistance of Chief Administrative Officer, Luz Ramirez or her designee, will provide consultation on this project and will collaborate with project partners to assist in the completion of project goals. The YWCA specializes in assisting immigrant populations within Winnebago County. The YWCA offers advocacy for at risk families and families in crisis, immigrant and refugee assistance, and referral to services. The YWCA provides assistance with obtaining public benefits, case management, and home visiting services for at-risk families. The organization also facilitates Spanish and English Partner Abuse Intervention Programs. Ms. Ramirez, or her designee, will be compensated for up to 72 hours for participation in this project total, or 24 hours a project year. Rockford Sexual Assault Counseling (RSAC) is the sexual assault victim service provider for the County. Erica Engler, Executive Director, and Paula Peterson, Legal Advocate, will collaborate with this project. Ms. Peterson will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Rockford Alliance Against Sexual Exploitation (RAASE) is the human trafficking victim service provider for the County. Lori Johnson, Vice President, has expertise in the area of human trafficking that she will share with DVCC staff and partners through this project. Ms. Johnson, or her designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Regional Access and Mobilization Project (RAMP) Center for Independent Living provides advocacy, peer support, and education to ensure people with disabilities are empowered and able to participate in society fully. Eric Brown, Education and Advocacy Coordinator, will collaborate with this project. Mr. Brown, or his designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. A 3% annual cost of living increase for the YWCA, Rockford Sexual Assault Counseling, RAMP, and Rockford Alliance Against Sexual Exploitation is reflected above. Prairie State Legal Services provides free civil legal services to Northern Illinois. Michael T. O'Connor, Executive Director, Jesse Hodierne, Managing Attorney, Rockford Office,

FY2021 Justice for Families Program Consultants/Contracts Budget Summary

and Wendy Crouch, Pro Bono Coordinator, have expertise in DV and SA that will guide their administration and oversight of the Domestic Violence Pro Bono Attorney project. Kathy Bettcher, Director of Family and Survivor Advocacy will participate in developing and facilitating training for Pro Bono Attorney project volunteers. \$2,000 is allocated to Prairie State Legal to support costs associated with administrative oversight of the Pro Bono Attorney Project. This amount reflected in Year 1 is for the full project period.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND RAMP CENTER FOR INDEPENDENT LIVING**

This Agreement is made and entered into this ____ day of ____, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and RAMP Center for Independent Living, with an address at 202 Market Street Rockford, Illinois 61107 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term**: The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2024 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services**: The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Education and Advocacy Coordinator will participate in this grant program by collaborating in the development of grant deliverables and providing consultation surrounding the needs of survivors with disabilities. Subcontractor staff will participate in meetings under this grant program including but not limited to the Victim Safety and Security Subcommittee.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment**:

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Education and Advocacy Coordinator or their designee at a rate of \$40.00 per hour for Year 1, \$41.20 per hour for Year 2, and \$42.44 per hour for Year 3, for a total amount not to exceed \$2,977.00 for the term of this Agreement.

(c) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Nicole Ticknor at nticknor@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor, which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notices:** All notices to the County/Court in connection with this Agreement shall be sent to:

Domestic Violence Coordinated Court
Attn: Nicole Ticknor
400 W. State Street, Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

RAMP Center for Independent Living
Attn: Executive Director
PO Box 7691
Rockford, IL 61126

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law,

order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By:

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

THE 17TH JUDICIAL CIRCUIT COURT

By: _____
Eugene G. Doherty in his capacity as Chief Judge

RAMP CENTER FOR INDEPENDENT LIVING

By: _____
Jackie Sandquist, Executive Director

FY2021 Justice for Families Program Consultants/Contracts Budget Summary

Consultants

Consultant	Year 1	Year 2	Year 3	Total
YWCA Northwestern Illinois	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
Rockford Sexual Assault Counseling	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
RAMP	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
Rockford Alliance Against Sexual Exploitation	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
Prairie State Legal Services	\$2,000.00			\$2,000.00

The YWCA of Northwestern Illinois (the YWCA) and its department, La Voz Latina, with the assistance of Chief Administrative Officer, Luz Ramirez or her designee, will provide consultation on this project and will collaborate with project partners to assist in the completion of project goals. The YWCA specializes in assisting immigrant populations within Winnebago County. The YWCA offers advocacy for at risk families and families in crisis, immigrant and refugee assistance, and referral to services. The YWCA provides assistance with obtaining public benefits, case management, and home visiting services for at-risk families. The organization also facilitates Spanish and English Partner Abuse Intervention Programs. Ms. Ramirez, or her designee, will be compensated for up to 72 hours for participation in this project total, or 24 hours a project year. Rockford Sexual Assault Counseling (RSAC) is the sexual assault victim service provider for the County. Erica Engler, Executive Director, and Paula Peterson, Legal Advocate, will collaborate with this project. Ms. Peterson will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Rockford Alliance Against Sexual Exploitation (RAASE) is the human trafficking victim service provider for the County. Lori Johnson, Vice President, has expertise in the area of human trafficking that she will share with DVCC staff and partners through this project. Ms. Johnson, or her designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Regional Access and Mobilization Project (RAMP) Center for Independent Living provides advocacy, peer support, and education to ensure people with disabilities are empowered and able to participate in society fully. Eric Brown, Education and Advocacy Coordinator, will collaborate with this project. Mr. Brown, or his designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. A 3% annual cost of living increase for the YWCA, Rockford Sexual Assault Counseling, RAMP, and Rockford Alliance Against Sexual Exploitation is reflected above. Prairie State Legal Services provides free civil legal services to Northern Illinois. Michael T. O'Connor, Executive Director, Jesse Hodierne, Managing Attorney, Rockford Office,

FY2021 Justice for Families Program Consultants/Contracts Budget Summary

and Wendy Crouch, Pro Bono Coordinator, have expertise in DV and SA that will guide their administration and oversight of the Domestic Violence Pro Bono Attorney project. Kathy Bettcher, Director of Family and Survivor Advocacy will participate in developing and facilitating training for Pro Bono Attorney project volunteers. \$2,000 is allocated to Prairie State Legal to support costs associated with administrative oversight of the Pro Bono Attorney Project. This amount reflected in Year 1 is for the full project period.

**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND PRAIRIE STATE LEGAL SERVICES**

This Agreement is made and entered into this ____ day of ____, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Prairie State Legal Services, with an address at 303 N. Main Street, Rockford, Illinois 61101 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term**: The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2024 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services**: The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Pro Bono Attorney Coordinator will assist the Domestic Violence Coordinated Courts (DVCC) Project Manager with coordination of the Pro Bono Attorney Project. The Pro Bono Attorney Coordinator will receive referrals from DVCC Legal Advocates, recruit Pro Bono attorney volunteers, and host trainings for pro bono attorneys to ensure attorneys understand the dynamics of domestic violence, sexual assault, stalking, and human trafficking. Prairie State Legal Services will participate in DVCC meetings related to the pro bono attorney project, collaborate with Remedies, the Family Peace Center, and Rockford Sexual Assault Counseling on victim safety training and resources for pro bono attorneys, and partner with Northern Illinois University College of Law on the development of trainings related to legal issues.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Pro Bono Coordinator for the administrative oversight of the Pro Bono Attorney Project at a rate of three percent (3%) of the Coordinator's annual salary and benefits for a total amount not to exceed \$2,000.00 for the term of this Agreement.

(c) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Nicole Ticknor at nticknor@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement, which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement,

Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or

demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notices:** All notices to the County/Court in connection with this Agreement shall be sent to:

Domestic Violence Coordinated Court
Attn: Nicole Ticknor
400 W. State Street, Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Prairie State Legal Services
Attn: Managing Attorney
303 N. Main St.
Suite 600
Rockford, IL 61101

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By: _____
Joseph V. Chiarelli, Chairman of the

County Board of the County of Winnebago, Illinois

THE 17TH JUDICIAL CIRCUIT COURT

By: _____
Eugene G. Doherty, in his capacity as Chief Judge

PRAIRIE STATE LEGAL SERVICES

By: _____
Michael O'Connor, Executive Director

FY2021 Justice for Families Program Consultants/Contracts Budget Summary

Consultants

Consultant	Year 1	Year 2	Year 3	Total
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RAMP	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
Rockford Alliance Against Sexual Exploitation	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
Prairie State Legal Services	\$2,000.00			\$2,000.00

The YWCA of Northwestern Illinois (the YWCA) and its department, La Voz Latina, with the assistance of Chief Administrative Officer, Luz Ramirez or her designee, will provide consultation on this project and will collaborate with project partners to assist in the completion of project goals. The YWCA specializes in assisting immigrant populations within Winnebago County. The YWCA offers advocacy for at risk families and families in crisis, immigrant and refugee assistance, and referral to services. The YWCA provides assistance with obtaining public benefits, case management, and home visiting services for at-risk families. The organization also facilitates Spanish and English Partner Abuse Intervention Programs. Ms. Ramirez, or her designee, will be compensated for up to 72 hours for participation in this project total, or 24 hours a project year. Rockford Sexual Assault Counseling (RSAC) is the sexual assault victim service provider for the County. Erica Engler, Executive Director, and Paula Peterson, Legal Advocate, will collaborate with this project. Ms. Peterson will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Rockford Alliance Against Sexual Exploitation (RAASE) is the human trafficking victim service provider for the County. Lori Johnson, Vice President, has expertise in the area of human trafficking that she will share with DVCC staff and partners through this project. Ms. Johnson, or her designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Regional Access and Mobilization Project (RAMP) Center for Independent Living provides advocacy, peer support, and education to ensure people with disabilities are empowered and able to participate in society fully. Eric Brown, Education and Advocacy Coordinator, will collaborate with this project. Mr. Brown, or his designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. A 3% annual cost of living increase for the YWCA, Rockford Sexual Assault Counseling, RAMP, and Rockford Alliance Against Sexual Exploitation is reflected above. Prairie State Legal Services provides free civil legal services to Northern Illinois. Michael T. O'Connor, Executive Director, Jesse Hodierne, Managing Attorney, Rockford Office,

FY2021 Justice for Families Program Consultants/Contracts Budget Summary

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**AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS, THE 17th JUDICIAL
CIRCUIT COURT OF ILLINOIS AND ROCKFORD SEXUAL ASSAULT
COUNSELING, INC**

This Agreement is made and entered into this ____ day of ____, 2021, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County"), the 17th Judicial Circuit Court, with an address at 400 W. State Street Rockford, Illinois 61101 (hereinafter the "Court"), and Rockford Sexual Assault Counseling, Inc, with an address at 4990 E. State Street, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County and Court has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY21 Justice for Families grant (hereinafter the "Grant"); and

WHEREAS, the County and Court wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2021 and terminate on September 30, 2024 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Executive Director or legal advocate will participate in this grant program by collaborating in the development of grant deliverables and providing consultation surrounding the needs of sexual assault survivors. Subcontractor staff will participate in meetings under this grant program including but not limited to the Victim Safety and Security Subcommittee and Advocates meetings.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) A budget agreed to by the parties detailing approved and allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit A.

(b) The County agrees to pay Subcontractor for the services of the Legal Advocate or their designee at a rate of \$40.00 per hour for Year 1, \$41.20 per hour for Year 2, and \$42.44 per hour for Year 3, for a total amount not to exceed \$2,977.00 for the term of this Agreement.

(c) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Nicole Ticknor at nticknor@17thcircuit.illinoiscourts.gov or to such other address as County or Court may designate in writing. Subcontractor shall submit a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(d) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(e) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(f) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County and Court shall have the right of access to any books, documents, papers, or other records of Subcontractor, which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:** Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. Termination:

(a) Right to terminate for convenience: Any party may terminate this Agreement for convenience upon thirty (30) days written notice to the other parties.

(b) Right to terminate for cause: County or Court may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County or Court may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County or Court's notice, or such longer period as the County or Court may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County and Court if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County and Court shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County or Court expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County or Court all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County or Court's request, Subcontractor shall surrender to anyone the County or Court designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed amongst the parties that this Agreement is not intended to nor does it create an employment contract between the County or Court, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County or Court employees. Subcontractor's relationship to the County and Court is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County and Court.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County and Court, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notices:** All notices to the County/Court in connection with this Agreement shall be sent to:

Domestic Violence Coordinated Court
Attn: Nicole Ticknor
400 W. State Street, Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Rockford Sexual Assault Counseling, Inc.
Attn: Executive Director
4990 E. State St.
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law,

order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

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

THE COUNTY OF WINNEBAGO, ILLINOIS

By:

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

THE 17TH JUDICIAL CIRCUIT COURT

By: _____
Eugene G. Doherty, in his capacity as Chief Judge

ROCKFORD SEXUAL ASSAULT COUNSELING, INC.

By: _____
Erica Engler, Executive Director

FY2021 Justice for Families Program Consultants/Contracts Budget Summary

Consultants

Consultant	Year 1	Year 2	Year 3	Total
YWCA Northwestern Illinois	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
Rockford Sexual Assault Counseling	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
RAMP	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
Rockford Alliance Against Sexual Exploitation	\$40/hr x 24 hours= 960.00	\$41.20/hr x 24 hours = 988.00	\$42.44/hr x 24 hours= \$1,018.56	\$2,966.56
Prairie State Legal Services	\$2,000.00			\$2,000.00

The YWCA of Northwestern Illinois (the YWCA) and its department, La Voz Latina, with the assistance of Chief Administrative Officer, Luz Ramirez or her designee, will provide consultation on this project and will collaborate with project partners to assist in the completion of project goals. The YWCA specializes in assisting immigrant populations within Winnebago County. The YWCA offers advocacy for at risk families and families in crisis, immigrant and refugee assistance, and referral to services. The YWCA provides assistance with obtaining public benefits, case management, and home visiting services for at-risk families. The organization also facilitates Spanish and English Partner Abuse Intervention Programs. Ms. Ramirez, or her designee, will be compensated for up to 72 hours for participation in this project total, or 24 hours a project year. Rockford Sexual Assault Counseling (RSAC) is the sexual assault victim service provider for the County. Erica Engler, Executive Director, and Paula Peterson, Legal Advocate, will collaborate with this project. Ms. Peterson will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Rockford Alliance Against Sexual Exploitation (RAASE) is the human trafficking victim service provider for the County. Lori Johnson, Vice President, has expertise in the area of human trafficking that she will share with DVCC staff and partners through this project. Ms. Johnson, or her designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. Regional Access and Mobilization Project (RAMP) Center for Independent Living provides advocacy, peer support, and education to ensure people with disabilities are empowered and able to participate in society fully. Eric Brown, Education and Advocacy Coordinator, will collaborate with this project. Mr. Brown, or his designee, will be compensated for up to 72 total hours for participation in this project, or 24 hours a project year. A 3% annual cost of living increase for the YWCA, Rockford Sexual Assault Counseling, RAMP, and Rockford Alliance Against Sexual Exploitation is reflected above. Prairie State Legal Services provides free civil legal services to Northern Illinois. Michael T. O'Connor, Executive Director, Jesse Hodierne, Managing Attorney, Rockford Office,

FY2021 Justice for Families Program Consultants/Contracts Budget Summary

and Wendy Crouch, Pro Bono Coordinator, have expertise in DV and SA that will guide their administration and oversight of the Domestic Violence Pro Bono Attorney project. Kathy Bettcher, Director of Family and Survivor Advocacy will participate in developing and facilitating training for Pro Bono Attorney project volunteers. \$2,000 is allocated to Prairie State Legal to support costs associated with administrative oversight of the Pro Bono Attorney Project. This amount reflected in Year 1 is for the full project period.



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Finance Committee
Committee Date: December 15, 2021
Resolution Title: Resolution Approving Agreements between the County of Winnebago, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) partners.
County Code: Not applicable
Board Meeting Date: December 21, 2021

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$455,331.00
If not, explain funding source:	N/A		
ORG/OBJ/Project Code:	N/A	Budget Impact:	N/A

Background Information: The County desires to act as Fiscal Agency for the United States Department of Justice, Northern District of Illinois Project Safe Neighborhoods initiative pursuant to the terms of Agreement and retaining ten percent (10%) of the total award which will be applied to a future position of Grants Compliance Manager. Sub-award Agreements are pre-selected by the Project Safe Neighborhoods Task Force with final approval by the Department of Justice.

Recommendation: I recommend the following agreement/sub-agreements, pending final DOJ approval:

1) Agreement with the U.S Department of Justice	\$455,331
2) Sub-award Agreement with Winnebago County State's Attorney's Office	\$100,000
3) Sub-award Agreement with Illinois Department of Corrections	\$100,000
4) Sub-award Agreement with Chicago Police Department	\$ 55,178
5) Sub-award Agreement with Cook County Juvenile Detention Center	\$ 75,000
6) Sub-award Agreement with Heartland Alliance	\$ 75,000

Contract/Agreement: See attached.

Legal Review: The State's Attorney's Office has reviewed the agreements

Follow-Up: Not Applicable

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

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

2021 CR

**RESOLUTION APPROVING AGREEMENTS BETWEEN THE COUNTY OF WINNEBAGO, THE U.S.
DEPARTMENT OF JUSTICE, AND PROJECT SAFE NEIGHBORHOODS (PSN) PARTNERS**

WHEREAS, the County of Winnebago's Chairman's Office of Criminal Justice Initiatives has partnered with the U.S. Department of Justice to act as Fiscal Agency to implement Project Safe Neighborhoods; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the DOJ Award Letter, Resolution Exhibit A, sub-award agreements, Resolution Exhibit B, and recommends awarding the agreements; and

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

61400-various-02701

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to accept and execute, on behalf of the County of Winnebago, an Agreement with the U.S. DEPARTMENT OF JUSTICE, in the dollar amount of four hundred and fifty-five thousand, three-hundred thirty-one dollars (\$455,331), and sub-agreements with the WINNEBAGO COUNTY STATE'S ATTORNEY'S OFFICE, in the amount of one-hundred thousand dollars (\$100,000), the ILLINOIS DEPARTMENT OF CORRECTIONS in the amount of one-hundred thousand dollars (\$100,000), the CHICAGO POLICE DEPARTMENT in the amount of fifty-five thousand, one-hundred and seventy-eight (\$55,178) dollars, the COOK COUNTY JUVENILE DETENTION CENTER, in the amount of seventy-five thousand dollars (\$75,000), and HEARTLAND ALLIANCE in the amount of seventy-five thousand dollars (\$75,000).

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 execute the aforementioned Agreements, in substantially the same form as the Agreements attached hereto as Exhibit B.

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 County Administrator, the Chief Financial Officer, and the County Treasurer.

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BURT GERL, CHAIRMAN

BURT GERL, CHAIRMAN

AARON BOOKER, VICE CHAIRMAN

AARON BOOKER, VICE CHAIRMAN

ANGIE GORAL

ANGIE GORAL

BRAD LINDMARK

BRAD LINDMARK

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

DOROTHY REDD

DOROTHY REDD

ATTESTED BY:

LORI GUMMOW

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

JOSEPH CHIARELLI

CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

RESOLUTION EXHIBIT A

✓ Award Letter

December 8, 2021

Dear Marlana Dokken,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by WINNEBAGO, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Project Safe Neighborhood. The approved award amount is \$455,331.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Amy Solomon
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial

assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity.

Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

The FY21 Project Safe Neighborhoods Initiative, represents a strategic approach that brings more “science” into criminal justice operations by leveraging innovative applications of analysis, technology, and evidence-based practices with the goal of improving performance and effectiveness while containing costs while addressing crime associated with gun crime and gang violence. Awards under this program will implement the five core elements of PSN— partnerships, strategic planning and research integration, training and technical assistance outreach, and accountability, data analysis, and data-informed efforts —to address specific gun crime and gang violence problems in that district.

None of the following activities will be conducted either under the OJP federal action or a related third party action:

- 1) New construction;

- 2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- 3) A renovation which will change the basic prior use of a facility or significantly change its size;
- 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
- 5) Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Title 28 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment or a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

NEPA Coordinator

First Name

Orbin

Middle Name

—

Last Name

Terry

✓ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

WINNEBAGO, COUNTY OF

DUNS Number

010243822

Street 1

404 ELM ST STE 104

Street 2

—

City

ROCKFORD

State/U.S. Territory

Illinois

Zip/Postal Code

61101

Country

United States

County/Parish

—

Province

—



Award Details

Federal Award Date

12/8/21

Award Type

Initial

Award Number

15PBJA-21-GG-03019-GUNP

Supplement Number

00

Federal Award Amount

\$455,331.00

Funding Instrument Type

Grant

Assistance Listing Number Assistance Listings Program Title

16.609

Project Safe Neighborhoods

Statutory Authority

34 U.S.C. 60701-60705



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 BJA FY 21 Project Safe

Awarding Agency

OJP

Neighborhood

Application Number

GRANT13388177

Program Office

BJA

Grant Manager Name Phone Number

202-598-9490

Stephen Fender

E-mail Address

Stephen.Fender@ojp.usdoj.gov

Project Title

Project Safe Neighborhoods, Northern District of Illinois - FY 2021

**Performance Period
Start Date**

10/01/2021

**Performance Period End
Date**

09/30/2024

**Budget Period Start
Date**

10/01/2021

Budget Period End Date

09/30/2024

Project Description

The proposed project period is October 1, 2021 through September 31, 2024 and seeks to focus on reducing crime in Chicago and Rockford, IL. In Rockford, the focus is City-wide, in Chicago the effort is focused on the seven most violent police districts in the city: 4th (South Shore); 7th (Englewood); 9th (Back of the Yards); 10th (Lawndale); 11th (Garfield Park); 15th (Austin); and the newly added 6th District (Auburn/Gresham).

The overarching goal is to reduce violent crime in the most violent neighborhoods in Chicago and Rockford by addressing crime before it happens. In FY 21, the PSN strategy will fund a range of initiatives to support Chicago crime reduction and the growing crime problem in Rockford.

The NDIL PSN Task Force proposes to address gun trafficking, felon recidivism, youth violence and prevention, gun violence, and gang violence in Chicago. PSN partners in the City of Rockford will continue to address gun violence, gang violence, domestic violence and youth prevention, adding increased prosecution to their strategy this year. While we have a research partner as a member of the PSN Task Force, they are not funded under PSN 2021.

In addition to the development of the Strategic Plan, primary activities include the implementation of the READI for Re-Entry program to conduct pre-release intervention services, coordinating with the Illinois Department of Corrections on parole compliance,

supporting the development a pre-release gang intervention pilot program, and increasing overtime for gun trafficking task force activities. We will also be establishing a Special Assistant United States Attorney in the Winnebago County State's Attorney's Office to work more effectively, prosecuting cases in either State or federal court.

NDIL Task Force members identified the following priorities to be allocated with PSN 2021 funds:

- 18.51% of grant funds will be made available to the *Cook County Juvenile Temporary Detention Center* to create gang prevention programming for youth from Chicago's PSN districts;
- 24.68% will be made available to the *Illinois Department of Corrections* to enhance parole compliance checks in Chicago and Rockford PSN districts;
- 18.51% of funds will be made available to *Heartland Alliance* for re-entry services for those returning to Chicago's PSN districts;
- 24.68% will be made available to the *Winnebago County State's Attorney's Office* to enhance prosecutions in Winnebago County related to the Rockford PSN district; and
- 13.62% is being made available the *Chicago Police Department* to support overtime related to gun trafficking task force activities.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -

- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

4

Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by

the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or

refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

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

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for

expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the

recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

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

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

(1) this award requirement for verification of employment eligibility, and

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

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

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of

the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

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

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

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

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

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

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable

requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

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

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

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to

contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

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

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

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

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

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

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

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

33

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

34

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

35

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

36

Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants (justgrants.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

37

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

38

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete

monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

39

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40

The award recipient agrees to comply with the requirements of 28 CFR Part 46 and all other Department of Justice/Office of Justice Programs policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate.

41

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

42

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the

Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

43

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

44

Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

45

The grantee agrees to secure and maintain on file signed statements by each member of the selection committee appointed by the United States Attorney or the PSN Task Force indicating that in making recommendations or decisions regarding contracts or subgrants paid for by this grant, the member had no conflict of interest. Such statements must include all of the language included in the PSN Conflict of Interest Certification, however, the grantee may use a different format or may add other related certifications of their own.

46

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

47

The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives, and other ongoing, local gun prosecution and law enforcement strategies.

48

The recipient agrees to ensure that 30 percent of PSN funding is used to support gang task forces in the United States regions experiencing a significant or increased presence of criminal or transnational organizations engaging in high levels of violent crime, firearms offenses, human trafficking, and drug trafficking.

49

The recipient agrees to submit to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.

50

PSN Fiscal Agent Definition

References in this award document to "recipient" and "fiscal agent" both refer equally to the entity or organization receiving this award directly.

[Load More](#)



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before,



RESOLUTION EXHIBIT B

ORGANIZATION AND GRANT SPECIFIC INFORMATION	
Organization ("GRANTOR") Name: Winnebago County Address: 404 Elm Street Rockford, IL 61101	Organization ("SUBRECIPIENT") Name: Winnebago County State's Attorney's Office Address: 400 W. State St., Suite 619 Rockford, IL 61101 EIN No.: 366006681 DUNS No.: 010243822 SAM Cage Code: 5E1P8 SAM CCR Expiration Date: 10/19/21
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFDA No. and Title (if Federal): 16.609; Project Safe Neighborhoods	
CFSA No.: n/a	
Award Type: Federal	
Federal Award ID No. (if Federal): O-BJA-2021-94005	
Federal Award Date:	
Federal Agency (if Federal): Department of Justice, Bureau of Justice Assistance	
Sub award Period of Performance:	Total Maximum Amount Funded Under this Sub award Agreement: \$100,000.00
Project Title: Project Safe Neighborhoods, Fiscal Year 2021	
Agreement No.	

AGREEMENT WITH FOR PROJECT SAFE NEIGHBORHOODS FISCAL YEAR 2021

This AGREEMENT (hereinafter "Agreement") is entered into this day of , 2021, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter "Grantor") and the Winnebago County State's Attorney's Office (hereinafter "Sub-recipient"). The County and Sub-recipient are collectively referred to herein as "Parties" or individually as a "Party".

RECITALS

WHEREAS, the County has been selected to act as Fiscal Agency by the Project Safe Neighborhood (PSN) Task Force of the United States Attorney's Office of the Northern District of Illinois and awarded funds through the United States Department of Justice; and

WHEREAS, the Winnebago County State's Attorney's Office has been selected by the PSN Task Force of the United States Attorney's Office Northern District of Illinois as recipient of Federal Fiscal Year 2021 Project Safe Neighborhoods funds; and

WHEREAS, the Winnebago County State's Attorney's Office agrees to implement Project Safe Neighborhoods, Federal Fiscal Year 2021, pursuant to the terms and provisions of this Agreement.

WHEREAS, it is the intent of the Parties to this Agreement to perform all of its applicable duties and responsibilities as provided within all of the attached Exhibits and made apart hereof, and as imposed by the Grantor and the laws of the State of Illinois.

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, the Parties agree to the following:

SECTION 1. OBJECTIVES OF PROJECT SAFE NEIGHBORHOODS FY 2021.

- A. Implement one or more effective strategies to prevent, respond to, and reduce violent crime.
- B. Support the specific activities and resource requirements of the PSN team with the goal of implementing the district's PSN strategy in collaboration with all relevant partners and stakeholders.

SECTION 2. ALLOCATION OF COST.

Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed \$100,000.00 dollars for the life of the Agreement starting from the date this Agreement is entered into until its expiration date identified in Section 5. Grantor will not be liable for or owe Sub recipient or any other entity for services that exceed the threshold without Grantor's written consent.

The Sub recipient shall submit invoices on a monthly basis in a format approved by the Grantor. Invoices shall include a signed, detailed accounting of activities and hours worked per individual as identified in the Scope of Work contained in Exhibit A. The Grantor shall not be liable for any services rendered outside those outlined in Exhibit A, including but not limited to services rendered by individuals not identified in the budget. Invoices shall be paid within 10 days of receipt of funds and the Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

SECTION 3. PARTIES' RESPONSIBILITIES.

- A. The County shall be Fiscal Agency, managing all fiscal matters on behalf of the PSN team and sub award recipients, including, but not limited to:
 - 1) Drawing down federal funds, as needed.
 - 2) Payments to each contractor or Sub recipient.
 - 3) Submitting Grant Adjustment Notices (GANs).
 - 4) Ensuring timely submission of reports.
 - 5) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules in the DOJ Grants Financial Guide.

B. The Winnebago County State's Attorney's Office shall be responsible for implementing the work or other services described herein, according to documents listed below and incorporated herein. The Sub recipient is responsible for review of and compliance with each of the terms of this Agreement. The parties agree that this Agreement shall include, as if fully set forth herein, the following component parts:

- 1) This document
- 2) Exhibit A – Scope of Work
- 3) Exhibit B – Budget Detail Worksheet/Narrative
- 4) Exhibit C – Performance Measures / Reporting
- 5) Exhibit D – Contacts
- 6) Exhibit E – Terms, Conditions, and Representations
- 7) Exhibit F – Award Letter / Special Conditions (*See Section 12 below*)

SECTION 4. DEFAULT.

A default in any of the provisions of this Agreement by either party may be cured upon written notice by the other party within thirty (30) days of receipt of such notice. The Parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. If a dispute is not resolved within sixty (60) days after the cure period, the Parties are free to pursue all legal and equitable remedies otherwise provided by law, unless a party elects to terminate the Agreement pursuant to Section 6.

SECTION 5: EFFECTIVE DATE AND TERM.

This Agreement shall be effective on _____, 2021 and remain in place for () years, or unless otherwise terminated as provided in Section 6.

SECTION 6. TERMINATION.

This Agreement may be terminated at any time upon any party providing written notice on the other party of its intention to terminate the Agreement at least thirty (30) days prior to the effective date of termination.

SECTION 7. INDEMNIFICATION.

The County shall indemnify the Sub recipient for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the County, its agents, officers, or employees. The Sub recipient shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the Sub recipient, its agents, officers, or employees.

SECTION 8. ASSIGNMENT.

Neither party shall assign this Agreement without the prior written approval of the other party.

SECTION 9. AMENDMENTS.

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

SECTION 10. NOTICES.

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the COUNTY:

Winnebago County
Attn: Patrick Thompson, County Administrator
Winnebago County Administration Building
404 Elm Street
Rockford, Illinois 61101

If to the WINNEBAGO COUNTY STATE'S ATTORNEY'S OFFICE:

Winnebago County State's Attorney's Office
Attn: J. Hanley
400 W. State St., Ste. 619
Rockford, Illinois 61101

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

SECTION 11. GOVERNING LAW.

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois.

SECTION 12. COMPLIANCE WITH LAWS.

The parties agree to comply with all applicable federal and state laws, statutes, and regulations. The Sub-recipient further agrees to comply with all applicable conditions and restrictions included in the OJP award, including but not limited to all "pass-through" requirements and Part 200 Uniform requirements.

SECTION 13. HEADINGS.

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

SECTION 14. SEVERABILITY.

If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

SECTION 15. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

SECTION 16. WAIVERS.

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

SECTION 17. AUTHORITY

The Grantor and Sub-recipient each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Grantor and Sub-recipient hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF WINNEBAGO, ILLINOIS

an Illinois body politic and corporate

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

Date: _____

ATTEST:

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

Date: _____

Winnebago County State's Attorney's Office

Date: _____

ATTEST:

Date: _____

EXHIBIT A

SCOPE OF WORK STATEMENT

The Winnebago County State's Attorney's Office ("Sub recipient"), in accordance with its Agreement with Winnebago County ("Grantor"), shall perform the work ("Work") which is laid out in the Scope of Work approved by the Project Safe Neighborhoods Task Force and the fiscal agency.

1. Provide description of service, program, project to be supported or delivered by PSN funds, and how it will lead to a reduction in violent crime.

Intelligence-led Prosecutions, and the creation and designation of a dedicated major case prosecutor, will focus our limited resources on the relatively small criminal population responsible for most violent crimes committed in our community. This strategy is aimed at reducing crime, particularly violent crime involving firearms, through timely information sharing and close coordination with law enforcement and community partners. This strategic approach will allow our prosecutors to analyze crime trends and focus on prolific offenders – particularly in high crimes areas.

Intelligence-led prosecution aims to bridge the gap between law enforcement and prosecution – and be as proactive as possible. The major case prosecutor will meet bi-weekly with Winnebago County Sheriff's Office, Rockford Police Department, federal agents, and federal prosecutors to obtain intelligence, monitor investigative efforts, and discuss cases that may be ripe for federal prosecution. In addition, the prosecutor and data specialist will create an infrastructure for receiving the intelligence, aggregating it, and using it in proactive investigations and reactive prosecutions. Further, this data will inform and support future prosecutorial efforts.

The major case prosecutor will work more effectively to prosecute cases in either state or federal court as he or she will be designated as a Special Assistant U.S. Attorney. While the state system has many powerful tools to prosecute firearms cases, in some instances, the federal system may be the better avenue and the major case prosecutors will work with the United States Attorney's Office to bring federal charges. Cases that are likely to be referred to the NDIL include:

- A) Modifications to firearms including those that convert a semi-automatic firearm to a fully automatic firearm; and
- B) Possession of a firearm cases in which the defendant has a prior conviction, within the last 15 years, of one or more of the following:
 - First or second-degree murder
 - Attempted first or second-degree murder
 - Aggravated robbery with a firearm
 - Home invasion armed with a firearm
 - Aggravated domestic battery by strangulation.

2. Describe staffing plan.

A major case prosecutor will be hired by the office and he or she will begin attending trainings put on by the Department of Justice. Further, the necessary administrative steps will be taken to designate that prosecutor as a SAUSA. Next, a staff person will be designated as support for the major case prosecutor.

It is anticipated that this will be completed by January 1, 2022.

3. Describe partnerships and how you work together to accomplish goals.

The primary partners will be NDIL, federal law enforcement agencies (FBI, ATF, DEA) and local law enforcement agencies (Rockford Police). We will work together sharing intelligence and coordinating investigative and prosecutorial efforts. This will be accomplished through regular (bi-weekly) meetings where coordination can be done face to face. Further, we will aim to set up an infrastructure for collecting and sharing data from various investigative sources.

4. The PSN Task Force must use 30 percent of PSN funding to support the activities of gang task forces. If applicable, describe how your program assists in the reduction of gang activity.

This initiative focuses on violent offenders, particularly those possessing and using firearms. Experience tells us that these offenders often have significant gang ties. As such, the program will target gang members.

5. If applicable, describe public awareness activities under this program.

The primary means of notifying the public (and the "street") is through press conferences, press releases which will be picked up by local media outlets and distributed on various social media accounts. Billboards *could* be part of the awareness strategy.

Scope Revisions: Subrecipient shall obtain prior approval from Winnebago County whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions shall be submitted in writing to Winnebago County for approval. All requests for Scope revisions that require Awarding Agency approval shall then be submitted by Winnebago County to the Awarding Agency for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Winnebago County and, when required, the Awarding Agency gives written approval. See 2 CFR 200.308.

EXHIBIT B

BUDGET and BUDGET NARRATIVE

Budget Detail - Year 1								
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training (DOJ Financial Guide, Section 3.10)								
A. Personnel								
Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
Add Personnel	Delete Selected	Salary	Rate	Time Worked (# of hours, days, months,	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
TBD	Major Case Prosecutor	\$100,000.00	yearly	1	100%	\$100,000	\$50,000	\$50,000
Total(s)						\$100,000	\$50,000	\$50,000
Narrative		Add Additional Narrative Text Area						
<p>TITLE: Major Case Prosecutor, REPORTS TO: State's Attorney- First Assistant, STATUS: Exempt, SUPERVISES: yes, EMPLOYMENT: Regular full time/40 hours per week salary</p> <p>POSITION SUMMARY- The major case prosecutor will implement "intelligence-led prosecution". The prosecutor, with the aid of an administrative staff person, will create an infrastructure for receiving intelligence, aggregating it, and using it in proactive and reactive investigations and prosecutions. The prosecutor will identify chronic offenders and prioritize prosecutions of those offenders. The prosecutor will work with federal partners at NDIL to identify which cases should be referred for federal prosecution. The prosecutor will be designated as a Special Assistant U.S. Attorney (SAUSA) and serve as a federal prosecutor in certain cases.</p> <p>EDUCATION/EXPERIENCE: Position requires a law degree. Previous experience in all aspects of prosecution preferred.</p> <p>KNOWLEDGE, SKILLS & ABILITIES: Qualifications: To perform this job successfully, an individual must be able to perform each primary job duty in a satisfactory manner. The requirements listed below are representative of the knowledge, skill and/or ability required / Language Skills: Ability to read, analyze and interpret the law, police and expert reports. Ability to respond to common inquiries or complaints from general public, social service and government agencies, judges, and other attorneys. Ability to write speeches and articles using original or innovative techniques and styles. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to judges, jurors, public groups and other attorneys. / Reasoning Ability: Ability to define problems, collect data, establish facts, and draw valid conclusions. / Organizational Skills: Ability to prepare required filings in a timely manner. / Technological Skills: Ability to utilize various forms of computer software for drafting legal documents as well as in court presentations such as Microsoft Word, Power Point etc. / Communication Skills: Maintain open communication with supervisor and co-workers. Respond promptly to email, voice mail and other requested communication. / Leadership Skills: Ability to supervise and lead employees to perform at higher levels. / Licenses: Must be licensed to practice law in the state of Illinois.</p> <p>MATCH FUND source is the Winnebago County State's Attorney's salary fund, account number 40101.</p>								
B. Fringe Benefits								
Name <i>List each grant-supported position receiving fringe benefits.</i>	Computation <i>Show the basis for computation.</i>							
Add Benefit	Delete Selected	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request		
FICA		\$100,000.00	6.20%	\$6,200		\$6,200		
Retirement		\$100,000.00	7.14%	\$7,140		\$7,140		
Worker's Comp		\$100,000.00	2.27%	\$2,270		\$2,270		
Unemployment		\$100,000.00	0.03%	\$30		\$30		
Life		\$30.00	100.00%	\$30		\$30		
Health		\$22,022.00	100.00%	\$22,022		\$22,022		
				\$0		\$0		
Total(s)				\$37,692	\$0	\$37,692		
Narrative		Add Additional Narrative Text						
<p>\$6,200 (FICA @6.20%) + \$7140 (Retirement @ 7.14%) + \$2270 (Worker's Comp @ (2.27%) \$30 (Unemployment @ .03%) + \$30 (Life, flat) + \$22022 (Health,flat) = Total Fringe Year 1 = \$37692.00</p>								

Budget Detail - Year 2

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training
(DOJ Financial Guide, Section 3.10)

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
Add Personnel	Delete Selected	Salary	Rate	Time Worked (# of hours, days, months)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
TBD	Major Case Prosecutor	\$100,000.00	yearly	1	100%	\$100,000	\$50,000	\$50,000
Total(s)						\$100,000	\$50,000	\$50,000

Narrative Add Additional Narrative Text Area

TITLE: Major Case Prosecutor, REPORTS TO: State's Attorney- First Assistant, STATUS: Exempt, SUPERVISES: yes, EMPLOYMENT: Regular full time/40 hours per week salary

POSITION SUMMARY- The major case prosecutor will implement "intelligence-led prosecution". The prosecutor, with the aid of an administrative staff person, will create an infrastructure for receiving intelligence, aggregating it, and using it in proactive and reactive investigations and prosecutions. The prosecutor will identify chronic offenders and prioritize prosecutions of those offenders. The prosecutor will work with federal partners at NDIL to identify which cases should be referred for federal prosecution. The prosecutor will be designated as a Special Assistant U.S. Attorney (SAUSA) and serve as a federal prosecutor in certain cases.

EDUCATION/EXPERIENCE: Position requires a law degree. Previous experience in all aspects of prosecution preferred.

KNOWLEDGE, SKILLS & ABILITIES: Qualifications: To perform this job successfully, an individual must be able to perform each primary job duty in a satisfactory manner. The requirements listed below are representative of the knowledge, skill and/or ability required / Language Skills: Ability to read, analyze and interpret the law, police and expert reports. Ability to respond to common inquiries or complaints from general public, social service and government agencies, judges, and other attorneys. Ability to write speeches and articles using original or innovative techniques and styles. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to judges, jurors, public groups and other attorneys. / Reasoning Ability: Ability to define problems, collect data, establish facts, and draw valid conclusions. / Organizational Skills: Ability to prepare required filings in a timely manner. / Technological Skills: Ability to utilize various forms of computer software for drafting legal documents as well as in court presentations such as Microsoft Word, Power Point etc. / Communication Skills: Maintain open communication with supervisor and co-workers. Respond promptly to email, voice mail and other requested communication. / Leadership Skills: Ability to supervise and lead employees to perform at higher levels. / Licenses: Must be licensed to practice law in the state of Illinois.

MATCH FUND source is the Winnebago County State's Attorney's salary fund, account number 40101.

B. Fringe Benefits

Name <i>List each grant-supported position receiving fringe benefits.</i>	Computation <i>Show the basis for computation.</i>				
Add Benefit	Delete Selected	Base	Rate	Total Cost	Non-Federal Contribution
FICA		\$100,000.00	6.20%	\$6,200	
Retirement		\$100,000.00	7.14%	\$7,140	
Worker's Comp		\$100,000.00	2.27%	\$2,270	
Unemployment		\$100,000.00	0.03%	\$30	
Life		\$30.00	100.00%	\$30	
Health		\$22,022.00	100.00%	\$22,022	
Total(s)				\$37,692	\$0

Narrative Add Additional Narrative Text

\$6,200 (FICA @ 6.20%) + \$7140 (Retirement @ 7.14%) + \$2270 (Worker's Comp @ (2.27%) \$30 (Unemployment @ .03%) + \$30 (Life, flat) + \$22022 (Health,flat) = Total Fringe Year 1 = \$37,692

EXHIBIT C
PERFORMANCE MEASURES / DELIVERABLES / REPORTING

Sub Recipient is required to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis. An example of performance indicators is available at [Project Safe Neighborhoods Program \(ojp.gov\)](https://www.ojp.gov/psn). Additional measureable outcomes will be based on activities agreed upon in the sub recipient Scope of Work.

Sub Recipient will provide data to Grantor and funded research partner to indicate whether PSN programming and funded personnel / equipment is having the desired effect, restated here:

- 1) Reduced recidivism rates among PSN funded program participants;
- 2) Improved use of assessments and data to support more efficient and effective local violence reduction strategies;
- 3) Reduction in violent-crime arrests and juvenile justice involvement; and
- 4) Continued coordination and expansion of federal, state, and local law enforcement partner efforts.

<u>Overall goal of your program:</u> <i>To reduce violent crime in Rockford IL</i>			
<u>Process Objectives</u>	<u>Performance Measures</u>	<u>Projected</u> 01/01/2022- 12/31/2022	<u>Projected</u> 01/01/2023- 12/31/2023
Test, establish, and expand a strategy that enhances prosecutor's ability to more effectively prosecute violent offenders.	The major case prosecutor will have a lesser caseload (appx. 50) with an 85% conviction rate.	Achieved by 12/31/2022	Maintained through 12/31/2023
Foster effective and formalized collaborations with federal law enforcement agencies and the NDIL.	Increase acceptance of referred case for federal prosecution by 20%.	Achieved by 12/31/2022	Maintained through 12/31/2023
Attend quarterly PSN Task Force meetings	# of PSN Task Force meetings attended	4	4
<u>Outcome Objectives</u>	<u>Performance Measures</u>	<u>Projected</u> 01/01/2021- 09/30/2021	<u>Projected</u> 01/01/2023- 12/31/2023
Reduce violent crime in Winnebago County.	A 15% reduction in violent (Category 1) crimes in Winnebago County.		Achieved 12/31/2023

DELIVERABLES OR MILESTONES		
Task	Staff Position or Person Responsible	Date Due
Interview and hire major case prosecutor	State's Attorney Hanley, Gina Tarara	January 1, 2022
Interview and hire administrative staff person to support efforts	State's Attorney Hanley, Gina Tarara	January 1, 2022
Submit monthly invoices	Gina Tarara, Christy Skahill	Ongoing

Sub Recipient shall comply with all reporting, data collection and evaluation requirements, as prescribed by the grant awarding agency and Winnebago County following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Performance Measures	April 15th
April - June	Performance Measures, Narrative Questions	July 15th
July - September	Performance Measures	October 15th
October - December	Performance Measures, Narrative Questions	January 15th
Final Close Out	Performance Measures, Narrative Questions, Closeout Questions	15 days after grant end date

Note: If a due date falls on a weekend, report is due on the preceding Friday.

EXHIBIT D CONTACTS

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

Winnebago County Contacts	Sub recipient Contacts
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101 Telephone: (815) 319-4059 Email: mdokken@wincoil.us	<u>Administrative Contact (Reports)</u> Name: Gina Tarara Title: Office Administrator Address: 400 W. State St., Ste. 619 Rockford, IL 61101 Telephone: 815-319-4700 Email: gtarara@wincoil.us
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101 Telephone: (779) 707-0906 Email: pthompson@wincoil.us	<u>Program Contact</u> Name: Gina Tarara Title: Office Administrator Address: 400 W. State St., Ste. 619 Rockford, IL 61101 Telephone: 815-319-4700 Email: gtarara@wincoil.us
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101 Telephone: (815) 319-4059 Email: mdokken@wincoil.us	<u>Payments Sent to:</u> Name: Gina Tarara Title: Office Administrator Address: 400 W. State St., Ste. 619 Rockford, IL 61101 Telephone: 815-319-4700 Email: gtarara@wincoil.us

EXHIBIT E
TERMS, CONDITIONS, AND REPRESENTATIONS

1. Representations

- 1.1 Compliance with Internal Revenue Code. Sub recipient certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- 1.2 Compliance with Uniform Grant Rules (2 CFR Part 200). Sub recipient certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).
- 1.3 Compliance with Registration Requirements. Sub recipient certifies that it (i) is registered with the Federal System for Award Management (SAM); (ii) is in good standing with the Illinois Secretary of State, if applicable; and (iii) has a valid DUNS number. It is Sub recipient's responsibility to remain current with these registrations and requirements. If Sub recipient's status with regard to any of these requirements change, Sub recipient must notify Winnebago County in writing immediately.

2. Certifications

Sub recipient, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Sub recipient and/or the Work performed under this Agreement:

- 2.1 Bribery. Sub recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.2 Bid Rigging. Sub recipient certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.3 Debt to State. Sub recipient certifies that neither it, nor its affiliate(s), is/are barred from receiving a contract or award because Sub recipient, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Sub recipient, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Sub recipient acknowledges Winnebago County may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.4 Dues and Fees. Sub recipient certifies that it is not prohibited from receiving a contract or award because it pays dues or fees on behalf of its employees or agents, or subsidizes

or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

- 2.5 Pro-Children Act. Sub recipient certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 2.6 Drug-Free Work Place. If Sub recipient is not an individual, Sub recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Sub recipient is an individual and this Agreement is valued at more than \$5,000, Sub recipient certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Sub recipient further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 2.7 Debarment. Sub recipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency pursuant to 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- 2.8 Non-procurement Debarment and Suspension. Sub recipient certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- 2.9 Clean Air and Water. Contracts (and subrecipients) exceeding \$150,000.00, must contain a provision requiring the contractor (or subrecipients) to agree to comply with all requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*), and the Clean Water Act [Federal Water Pollution Control Act] as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA). Reference: Part 200 Appendix II(G)
- 2.10 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.

- 2.11 Health Insurance Portability and Accountability Act. Sub recipient certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Sub recipient shall maintain, for a minimum of six (6) years, all protected health information.
- 2.12 Human Subjects Research. Sub recipient agrees to comply with all federal and state laws regarding the conduct of research involving human subjects. Sub recipient shall not publish or otherwise disclose any information that identifies, or serves in conjunction with other disclosed information, to identify any individual participating in Work, unless the individual so identified gives his/her prior written consent.
- 2.13 Criminal Convictions. Sub recipient certifies that neither it nor any officer, director, partner or other managerial agent of Sub recipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Sub recipient further certifies that it is not barred from receiving a contract under 30 ILCS 500/50-10.5, and acknowledges that Winnebago County shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.14 Forced Labor Act. Sub recipient certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- 2.15 Illinois Use Tax. Sub recipient certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.16 Environmental Protection Act Violations. Sub recipient certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.17 Goods from Child Labor Act. Sub recipient certifies that no foreign-made equipment, materials, or supplies furnished under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

3. Criminal Disclosure

- 3.1. Mandatory Criminal Disclosures. Sub recipient shall continue to disclose to Winnebago County all violations of criminal law Involving fraud, bribery or gratuity violations potentially affecting this Agreement. *See* 30 ILCS 708/40. Additionally, if Sub recipient receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Agreement, Sub recipient must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

4. Unlawful Discrimination

- 4.1 Compliance with Nondiscrimination Laws. Sub recipient, its employees and Sub recipients under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
 - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
 - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
 - d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
 - e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
 - f) The Age Discrimination Act (42 USC 6101 *et seq.*).

5. Lobbying

- 5.1 Improper Influence. Sub recipient certifies that no grant funds have been paid or will be paid by or on behalf of Sub recipient to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Sub recipient certifies that it has filed the

required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 5.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 5.3 Lobbying Costs. Sub recipient certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 5.4 Procurement Lobbying. Sub recipient warrants and certifies that it and, to the best of its knowledge, its Sub recipients have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and Sub recipients from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.5 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

6. Maintenance and Accessibility of Records; Monitoring

- 6.1 Records Retention. Sub recipient shall maintain for three (3) years from the date of submission of the final expenditure report under this Agreement, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Agreement, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.
- 6.2 Accessibility of Records. Sub recipient shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Awarding Agency representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Awarding Agency's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by the Awarding Agency (including auditors), by the State

of Illinois, or by Federal statute. Sub recipient shall cooperate fully in any such audit or inquiry.

- 6.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described herein, shall establish a presumption in favor of Winnebago County for the recovery of any funds paid by Winnebago County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 6.4 Monitoring and Access to Information. Winnebago County must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved under the terms of the grant award. In turn, Winnebago County shall monitor the activities of Sub recipient to assure compliance with all requirements and performance expectations of this Agreement. Sub recipient shall timely submit all invoices, and financial and performance reports requested by Winnebago County, and shall supply, upon Winnebago County's request, documents and information relevant to this Agreement. Winnebago County may make site visits as warranted by program needs.
- 6.5 Failure to Comply with Reporting or Documentation Requests. Sub recipient's failure to comply with Winnebago County's reporting requirements or supporting documentation requests may result in the withholding of funds and may be considered a material breach of this Agreement.

7. Conflict of Interest.

- 7.1 Required Disclosures. Sub recipient must immediately disclose in writing any potential or actual Conflict of Interest to Winnebago County.
- 7.2 Prohibited Payments. Sub recipient agrees not to compensate, directly or indirectly, in connection with this Agreement any person: (a) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary (30 ILCS 500/50-13).

8. Equipment or Property

- 8.1 Prohibition and Disposition/Encumbrance During Performance Period. Sub recipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of equipment, material, or real property during the Performance Period without prior approval of Winnebago County.
- 8.2 Management and Disposition After Performance Period. Sub recipient must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property for which cost was supported by Grant Funds.
- 8.3 Insurance. Grantee shall maintain in full force and effect during the Performance Period of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to

cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.

- 8.4 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to the County for return to the Awarding Agency.

9. **Promotional Materials; Prior Notification**

- 9.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Sub recipient seeks to use funds under this Agreement, in whole or in part, to produce any written publications, announcements, reports, flyers, brochures or other written materials, Sub recipient shall obtain *prior* approval for the use of funds for that purpose and, if approved by Winnebago County, agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “*This project was supported by Grant No. O-BJA-2021-94005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice’s Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.*”
- 9.2 Prior Notification/Release of Information. Sub recipient agrees to notify Winnebago County twelve (12) days prior to issuing public announcements or press releases concerning Work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Winnebago County in joint or coordinated releases of information.



ORGANIZATION AND GRANT SPECIFIC INFORMATION	
Organization ("GRANTOR") Name: Winnebago County Address: 404 Elm Street Rockford, IL 61101	Organization ("SUBRECIPIENT") Name: Illinois Department of Corrections Address: 1301 Concordia Ct. P.O. Box 19277 Springfield, IL 62794 EIN No.: 37-1282306 DUNS No.: 806811808 SAM Cage Code: 37CEO SAM CCR Expiration Date: March 23, 2022
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFDA No. and Title (if Federal): 16.609; Project Safe Neighborhoods	
CFSA No.: n/a	
Award Type: Federal	
Federal Award ID No. (if Federal): O-BJA-2021-94005	
Federal Award Date:	
Federal Agency (if Federal): Department of Justice, Bureau of Justice Assistance	
Sub award Period of Performance:	Total Maximum Amount Funded Under this Sub award Agreement: \$100,000.00
Project Title: Project Safe Neighborhoods, Fiscal Year 2021	
Agreement No.	

**INTERGOVERNMENTAL AGREEMENT
FOR PROJECT SAFE NEIGHBORHOODS FISCAL YEAR 2021**

This INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____, 2021, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter "Grantor") and the Illinois Department of Corrections, an Illinois municipal corporation (hereinafter "Sub recipient"). The County and the Illinois Department of Corrections, 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 Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, as amended, 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, the County and the Illinois Department of Corrections are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the County has been selected to act as Fiscal Agency by the Project Safe Neighborhood (PSN) Task Force of the United States Attorney's Office of the Northern District of Illinois and awarded funds through the United States Department of Justice; and

WHEREAS, the Illinois Department of Corrections has been selected by the PSN Task Force of the United States Attorney's Office Northern District of Illinois as recipient of Federal Fiscal Year 2021 Project Safe Neighborhoods funds; and

WHEREAS, the Illinois Department of Corrections agrees to implement Project Safe Neighborhoods, Federal Fiscal Year 2021, pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, the Parties agree to the following:

SECTION 1. OBJECTIVES OF PROJECT SAFE NEIGHBORHOODS FY 2021.

- A. Implement one or more effective strategies to prevent, respond to, and reduce violent crime.
- B. Support the specific activities and resource requirements of the PSN team with the goal of implementing the district's PSN strategy in collaboration with all relevant partners and stakeholders.

SECTION 2. ALLOCATION OF COST.

Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed \$100,000.00 dollars for the life of the Agreement starting from the date this Agreement is entered into until its expiration date identified in Section 5. Grantor will not be liable for or owe Sub recipient or any other entity for services that exceed the threshold without Grantor's written consent.

The Sub recipient shall submit invoices on a monthly basis in a format approved by the Grantor. Invoices shall include a signed, detailed accounting of activities and hours worked per individual as identified in the Scope of Work contained in Exhibit A. The Grantor shall not be liable for any services rendered outside those outlined in Exhibit A, including but not limited to services rendered by individuals not identified in the budget. Invoices shall be paid within 10 days of receipt of funds and the Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

SECTION 3. PARTIES' RESPONSIBILITIES.

- A. The County shall be Fiscal Agency, managing all fiscal matters on behalf of the PSN team and sub award recipients, including, but not limited to:
- 1) Drawing down federal funds, as needed.
 - 2) Payments to each contractor or Sub recipient.
 - 3) Submitting Grant Adjustment Notices (GANs).
 - 4) Ensuring timely submission of reports.
 - 5) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules in the DOJ Grants Financial Guide.
- B. The Illinois Department of Corrections shall be responsible for implementing the work or other services described herein, according to documents listed below and incorporated herein. The Sub recipient is responsible for review of and compliance with each of the terms of this Agreement. The parties agree that this Agreement shall include, as if fully set forth herein, the following component parts:
- 1) This document
 - 2) Exhibit A – Scope of Work
 - 3) Exhibit B – Budget Detail Worksheet/Narrative
 - 4) Exhibit C – Performance Measures / Reporting
 - 5) Exhibit D – Contacts
 - 6) Exhibit E – Terms, Conditions, and Representations
 - 7) Exhibit F – Award Letter / Special Conditions (*See Section 12 below*)

SECTION 4. DEFAULT.

A default in any of the provisions of this Agreement by either party may be cured upon written notice by the other party within thirty (30) days of receipt of such notice. The Parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. If a dispute is not resolved within sixty (60) days after the cure period, the Parties are free to pursue all legal and equitable remedies otherwise provided by law, unless a party elects to terminate the Agreement pursuant to Section 6.

SECTION 5: EFFECTIVE DATE AND TERM.

This Agreement shall be effective on _____, 2021 and remain in place for () years, or unless otherwise terminated as provided in Section 6.

SECTION 6. TERMINATION.

This Agreement may be terminated at any time upon any party providing written notice on the other party of its intention to terminate the Agreement at least thirty (30) days prior to the effective date of termination.

SECTION 7. INDEMNIFICATION.

The County shall indemnify the Sub recipient for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the County, its agents, officers, or employees. The Sub recipient shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the Sub recipient, its agents, officers, or employees.

SECTION 8. ASSIGNMENT.

Neither party shall assign this Agreement without the prior written approval of the other party.

SECTION 9. AMENDMENTS.

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

SECTION 10. NOTICES.

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the COUNTY:

Winnebago County
Attn: Patrick Thompson, County Administrator
Winnebago County Administration Building
404 Elm Street
Rockford, Illinois 61101

If to the ILLINOIS DEPARTMENT OF CORRECTIONS:

Illinois Department of Corrections
Attn: Kevin Verbal, Deputy Chief
Marion Parole Office
2309 W Main Street
Marion, IL 62959

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

SECTION 11. GOVERNING LAW.

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois.

SECTION 12. COMPLIANCE WITH LAWS.

The parties agree to comply with all applicable federal and state laws, statutes, and regulations. The Sub-recipient further agrees to comply with all applicable conditions and restrictions included in the OJP award, including but not limited to all “pass-through” requirements and Part 200 Uniform requirements.

SECTION 13. HEADINGS.

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

SECTION 14. SEVERABILITY.

If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

SECTION 15. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

SECTION 16. WAIVERS.

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

SECTION 17. AUTHORITY

The Grantor and Sub-recipient each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing

their signatures to the Agreement. The Grantor and Sub-recipient hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF WINNEBAGO, ILLINOIS

an Illinois body politic and corporate

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

Date: _____

ATTEST:

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

Date: _____

ILLINOIS DEPARTMENT OF CORRECTIONS

Date: _____

ATTEST:

Date: _____

EXHIBIT A
SCOPE OF WORK STATEMENT

The Illinois Department of Corrections (“Sub recipient”), in accordance with its Agreement with Winnebago County (“Grantor”), shall perform the work (“Work”) which is laid out in the Scope of Work approved by the Project Safe Neighborhoods Task Force and the fiscal agency.

1. Provide description of project/activities to be supported or delivered by PSN funds, and <u>how it will lead to a reduction in violent crime.</u> <i>Include geographic areas served and target population.</i>
Intelligence Parole Agents will conduct Enhanced Parole Compliance initiatives to reduce violent crime in the PSN Districts 4, 6, 7, 9, 10, 11, and 15 in Cook County. We also will conduct Enhanced Parole Compliance initiatives in the PSN city of Rockford. Agents will coordinate with CPD's District-based Intelligence and Rockford's Police Intelligence to identify and respond to issues involving known street gang members 1) being released from an IDOC facility to a PSN district, or 2) who otherwise have ties to, or a presence in a PSN district. These agents will conduct increased individual and coordinated group parole (i.e. Parolee Forums) and compliance checks on these identified parolees/releases to ensure their compliance with parole conditions, and will seek to impose appropriate sanctions when violations are noted.
2. Describe staffing plan.
The staffing plan will consist of 8 Intelligence Parole Agents that are already employed by IDOC. If additional staff are needed for a larger scale Compliance Check additional Parole Agents that are already employed by IDOC will be utilized.
3. The PSN Task Force must use 30 percent of PSN funding to support the activities of gang task forces. If applicable, describe how your proposed project/activities assists in the reduction of gang activity.
<p>The PSN forums are a great way to specifically identify parolees that have a violent history or was a victim of a violent crime that are returning to high crime areas. The forums provide a great resource for these individuals to break the cycle of violence, by providing community resources and to also advise them of the consequences (i.e. federal prosecution) that could happen if they choose to continue with their previous behaviors of violence.</p> <p>By partnering with other law enforcement agencies, the IDOC Parole Division will be able to specifically identify individuals on parole that are drivers of violence in PSN districts. The parolees that are identified as drivers of violence can receive a parole compliance check that could result in additional prosecution or parole sanctions depending on what is discovered during the compliance check.</p>
4. If applicable, describe public awareness activities under this program.
The public is aware of the PSN forums as they have community partnerships as resources for the attending.

Task	Staff Position or Person Responsible	Date Due
Submit monthly invoices	Tiffany Richmond- Tiffany.Richmond@illinois.gov	Ongoing
Submit quarterly Periodic Financial Report	Tiffany Richmond- Tiffany.Richmond@illinois.gov	Ongoing
Submit quarterly data report	Tiffany Richmond- Tiffany.Richmond@illinois.gov	January 15 April 15 July 15 October 15
Complete all fiscal and programmatic closeout materials	Tiffany Richmond- Tiffany.Richmond@illinois.gov	01/15/2024

Scope Revisions: Subrecipient shall obtain prior approval from Winnebago County whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions shall be submitted in writing to Winnebago County for approval. All requests for Scope revisions that require Awarding Agency approval shall then be submitted by Winnebago County to the Awarding Agency for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Winnebago County and, when required, the Awarding Agency gives written approval. See 2 CFR 200.308.

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EXHIBIT B

BUDGET and BUDGET NARRATIVE

Budget Detail - Year 1								
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training (DOJ Financial Guide, Section 3.10)								
A. Personnel								
Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
Add Personnel	Delete Selected	Salary	Rate	Time Worked (# of hours, days, months)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
TBD	Parole Agents	\$72.36	hourly	641	100%	\$46,383		\$46,383
Total(s)						\$46,383	\$0	\$46,383
Narrative		Add Additional Narrative Text Area						
$\$72.36 \text{ (OT/HR)} \times 641 \text{ (OT HOURS)} = \$46,383 \text{ (SALARY/YR 1)}$ Parole Agents will provide assistance in the PSN forums which is after their normal shifts. Parole Agents will complete Compliance Checks which will start before their normal shift hours or possibly on off days (i.e. weekends.)"								
B. Fringe Benefits								
Name <i>List each grant-supported position receiving fringe benefits.</i>	Computation <i>Show the basis for computation.</i>					Total Cost	Non-Federal Contribution	Federal Request
Add Benefit	Delete Selected	Base	Rate					
FICA		\$46,383.00	6.20%			\$2,876		\$2,876
FICA-Medicare		\$46,383.00	1.45%			\$673		\$673
Total(s)						\$3,549	\$0	\$3,549
Narrative		Add Additional Narrative Text						
$\$2,876 \text{ (FICA @ 6.20\%)} + \$673 \text{ (MEDICARE@ 1.45\%)} = \$3,549.00 \text{ (FRINGE/YR 1)}$								

Budget Detail - Year 2								
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training (DOJ Financial Guide, Section 3.10)								
A. Personnel								
Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
Add Personnel	Delete Selected	Salary	Rate	Time Worked (# of hours, days, months)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
TBD	Parole Agents	\$72.36	hourly	643	100%	\$46,509		\$46,509
Total(s)						\$46,509	\$0	\$46,509
Narrative		Add Additional Narrative Text Area						
$\$72.36 \text{ (OT/HR)} \times 642.74 \text{ (OT HOURS)} = \$46,509 \text{ (SALARY/YR 2)}$ Parole Agents will provide assistance in the PSN forums which is after their normal shifts. Parole Agents will complete Compliance Checks which will start before their normal shift hours or possibly on off days (i.e. weekends.)"								
B. Fringe Benefits								
Name <i>List each grant-supported position receiving fringe benefits.</i>	Computation <i>Show the basis for computation.</i>					Total Cost	Non-Federal Contribution	Federal Request
Add Benefit	Delete Selected	Base	Rate					
FICA		\$46,509.00	6.20%			\$2,884		\$2,884
FICA-Medicare		\$46,510.00	1.45%			\$675		\$675
Total(s)						\$3,559	\$0	\$3,559
Narrative		Add Additional Narrative Text						
$\$2,884 \text{ (FICA @ 6.20\%)} + \$675 \text{ (MEDICARE@ 1.45\%)} = \$3,559.00 \text{ (FRINGE/YR 2)}$								

EXHIBIT C

PERFORMANCE MEASURES / REPORTING

Sub Recipient is required to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis. An example of performance indicators is available at [Project Safe Neighborhoods Program \(ojp.gov\)](https://www.ojp.gov/project-safe-neighborhoods-program). Additional measureable outcomes based on activities agreed upon in the sub recipient Scope of Work.

Sub Recipient will provide data to Grantor and funded research partner to indicate whether PSN programming and funded personnel / equipment is having the desired effect, restated here:

- 1) Reduced recidivism rates among PSN funded program participants;
- 2) Improved use of assessments and data to support more efficient and effective local violence reduction strategies;
- 3) Reduction in violent-crime arrests and juvenile justice involvement; and
- 4) Continued coordination and expansion of federal, state, and local law enforcement partner efforts.

Overall goal of your program: To reduce violent crime in the most violent neighborhoods in Chicago and Rockford by addressing crime before it happens.			
<u>Process Objectives</u>	<u>Performance Measures</u>	<u>Projected 01/01/2022- 12/31/2022</u>	<u>Projected 01/01/2023- 12/31/2023</u>
Attend quarterly PSN Task Force meetings	# of PSN Task Force meetings attended	4	4
Attend quarterly Deterrence meetings in Rockford	# of Deterrence meetings attended	4	4
Have more PSN forums in Chicago	# of PSN forums	20	20
Complete Specific Compliance Checks in PSN Districts	# of Specific Compliance Checks completed in PSN Districts	100	100
<u>Outcome Objectives</u>	<u>Performance Measures</u>	<u>Projected 01/01/2021- 09/30/2021</u>	<u>Projected 01/01/2023- 12/31/2023</u>
Continue with more strategies to help reduce violence in PSN Districts	# of new strategies that are brought to the table	2	2
Find different ways parole can become more involved in helping this specific population.	# of different ways that parole has become more involved with this population	2	2
Have more individuals ask for support to get out that environment	Start tracking how many individuals ask for additional support.	10	15
Confiscate weapons and drugs to help reduce violence in that specific area and have those cases adopted by Federal Courts	Have a tracking mechanism of all contraband confiscated and how many people received Federal Prosecution because of it.	20	25

Sub Recipient shall comply with all reporting, data collection and evaluation requirements, as prescribed by the grant awarding agency and Winnebago County following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Performance Measures	April 15th
April - June	Performance Measures, Narrative Questions	July 15th
July - September	Performance Measures	October 15th
October - December	Performance Measures, Narrative Questions	January 15th
Final Close Out	Performance Measures, Narrative Questions, Closeout Questions	15 days after grant end date

Note: If a due date falls on a weekend, report is due on the preceding Friday.

EXHIBIT D CONTACTS

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

Winnebago County Contacts	Sub recipient Contacts
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101 Telephone: (815) 319-4059 Email: mdokken@wincoil.us	<u>Administrative Contact (Reports)</u> Name: Kevin Verbal Title: Deputy Chief Address: 2309 W Main Street Marion, IL 62959 Telephone: (618) 944-6519 Email: Kevin.Verbal@illinois.gov
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101 Telephone: (779) 707-0906 Email: pthompson@wincoil.us	<u>Program Contact</u> Name: Eric Harris Title: Deputy Chief Address: 1110 S Oakley Blvd. Chicago, IL 60612 Telephone: (708) 774-5294 Email: Eric.Harris@illinois.gov
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101 Telephone: (815) 319-4059 Email: mdokken@wincoil.us	<u>Payments Sent to:</u> Name: Kevin Verbal Title: Deputy Chief Address: 2309 W Main Street Marion, IL 62959 Telephone: (618) 944-6519 Email: Kevin.Verbal@illinois.gov

EXHIBIT E
TERMS, CONDITIONS, AND REPRESENTATIONS

1. Representations

- 1.1 Compliance with Internal Revenue Code. Sub recipient certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- 1.2 Compliance with Uniform Grant Rules (2 CFR Part 200). Sub recipient certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).
- 1.3 Compliance with Registration Requirements. Sub recipient certifies that it (i) is registered with the Federal System for Award Management (SAM); (ii) is in good standing with the Illinois Secretary of State, if applicable; and (iii) has a valid DUNS number. It is Sub recipient's responsibility to remain current with these registrations and requirements. If Sub recipient's status with regard to any of these requirements change, Sub recipient must notify Winnebago County in writing immediately.

2. Certifications

Sub recipient, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Sub recipient and/or the Work performed under this Agreement:

- 2.1 Bribery. Sub recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.2 Bid Rigging. Sub recipient certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.3 Debt to State. Sub recipient certifies that neither it, nor its affiliate(s), is/are barred from receiving a contract or award because Sub recipient, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Sub recipient, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Sub recipient acknowledges Winnebago County may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.4 Dues and Fees. Sub recipient certifies that it is not prohibited from receiving a contract or award because it pays dues or fees on behalf of its employees or agents, or subsidizes

or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

- 2.5 Pro-Children Act. Sub recipient certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 2.6 Drug-Free Work Place. If Sub recipient is not an individual, Sub recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Sub recipient is an individual and this Agreement is valued at more than \$5,000, Sub recipient certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Sub recipient further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 2.7 Debarment. Sub recipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency pursuant to 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- 2.8 Non-procurement Debarment and Suspension. Sub recipient certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- 2.9 Clean Air and Water. Contracts (and subrecipients) exceeding \$150,000.00, must contain a provision requiring the contractor (or subrecipients) to agree to comply with all requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*), and the Clean Water Act [Federal Water Pollution Control Act] as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA). Reference: Part 200 Appendix II(G)
- 2.10 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.

- 2.11 Health Insurance Portability and Accountability Act. Sub recipient certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Sub recipient shall maintain, for a minimum of six (6) years, all protected health information.
- 2.12 Human Subjects Research. Sub recipient agrees to comply with all federal and state laws regarding the conduct of research involving human subjects. Sub recipient shall not publish or otherwise disclose any information that identifies, or serves in conjunction with other disclosed information, to identify any individual participating in Work, unless the individual so identified gives his/her prior written consent.
- 2.13 Criminal Convictions. Sub recipient certifies that neither it nor any officer, director, partner or other managerial agent of Sub recipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Sub recipient further certifies that it is not barred from receiving a contract under 30 ILCS 500/50-10.5, and acknowledges that Winnebago County shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.14 Forced Labor Act. Sub recipient certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- 2.15 Illinois Use Tax. Sub recipient certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.16 Environmental Protection Act Violations. Sub recipient certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.17 Goods from Child Labor Act. Sub recipient certifies that no foreign-made equipment, materials, or supplies furnished under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

3. Criminal Disclosure

- 3.1. Mandatory Criminal Disclosures. Sub recipient shall continue to disclose to Winnebago County all violations of criminal law Involving fraud, bribery or gratuity violations potentially affecting this Agreement. *See* 30 ILCS 708/40. Additionally, if Sub recipient receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Agreement, Sub recipient must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

4. Unlawful Discrimination

- 4.1 Compliance with Nondiscrimination Laws. Sub recipient, its employees and Sub recipients under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
 - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
 - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
 - d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
 - e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
 - f) The Age Discrimination Act (42 USC 6101 *et seq.*).

5. Lobbying

- 5.1 Improper Influence. Sub recipient certifies that no grant funds have been paid or will be paid by or on behalf of Sub recipient to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Sub recipient certifies that it has filed the

required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 5.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 5.3 Lobbying Costs. Sub recipient certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 5.4 Procurement Lobbying. Sub recipient warrants and certifies that it and, to the best of its knowledge, its Sub recipients have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and Sub recipients from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.5 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

6. Maintenance and Accessibility of Records; Monitoring

- 6.1 Records Retention. Sub recipient shall maintain for three (3) years from the date of submission of the final expenditure report under this Agreement, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Agreement, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.
- 6.2 Accessibility of Records. Sub recipient shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Awarding Agency representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Awarding Agency's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other

person as may be authorized by the Awarding Agency (including auditors), by the State of Illinois, or by Federal statute. Sub recipient shall cooperate fully in any such audit or inquiry.

- 6.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described herein, shall establish a presumption in favor of Winnebago County for the recovery of any funds paid by Winnebago County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 6.4 Monitoring and Access to Information. Winnebago County must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved under the terms of the grant award. In turn, Winnebago County shall monitor the activities of Sub recipient to assure compliance with all requirements and performance expectations of this Agreement. Sub recipient shall timely submit all invoices, and financial and performance reports requested by Winnebago County, and shall supply, upon Winnebago County's request, documents and information relevant to this Agreement. Winnebago County may make site visits as warranted by program needs.
- 6.5 Failure to Comply with Reporting or Documentation Requests. Sub recipient's failure to comply with Winnebago County's reporting requirements or supporting documentation requests may result in the withholding of funds and may be considered a material breach of this Agreement.

7. Conflict of Interest.

- 7.1 Required Disclosures. Sub recipient must immediately disclose in writing any potential or actual Conflict of Interest to Winnebago County.
- 7.2 Prohibited Payments. Sub recipient agrees not to compensate, directly or indirectly, in connection with this Agreement any person: (a) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary (30 ILCS 500/50-13).

8. Equipment or Property

- 8.1 Prohibition and Disposition/Encumbrance During Performance Period. Sub recipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of equipment, material, or real property during the Performance Period without prior approval of Winnebago County.
- 8.2 Management and Disposition After Performance Period. Sub recipient must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property for which cost was supported by Grant Funds.

- 8.3 Insurance. Grantee shall maintain in full force and effect during the Performance Period of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.
- 8.4 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to the County for return to the Awarding Agency.

9. Promotional Materials; Prior Notification

- 9.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Sub recipient seeks to use funds under this Agreement, in whole or in part, to produce any written publications, announcements, reports, flyers, brochures or other written materials, Sub recipient shall obtain *prior* approval for the use of funds for that purpose and, if approved by Winnebago County, agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “*This project was supported by Grant No. O-BJA-2021-94005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice’s Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.*”
- 9.2 Prior Notification/Release of Information. Sub recipient agrees to notify Winnebago County twelve (12) days prior to issuing public announcements or press releases concerning Work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Winnebago County in joint or coordinated releases of information.



ORGANIZATION AND GRANT SPECIFIC INFORMATION	
Organization ("GRANTOR") Name: Winnebago County Address: 404 Elm Street Rockford, IL 61101	Organization ("SUBRECIPIENT") Name: Chicago Police Department Address: 3510 S Michigan Ave Chicago, IL 60653 EIN No.: 36-6005820 DUNS No.: 105233493 SAM Cage Code: 3QWQ7 SAM CCR Expiration Date: 12/31/2022
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFDA No. and Title (if Federal): 16.609; Project Safe Neighborhoods	
CFSA No.: n/a	
Award Type: Federal	
Federal Award ID No. (if Federal): O-BJA-2021-94005	
Federal Award Date:	
Federal Agency (if Federal): Department of Justice, Bureau of Justice Assistance	
Sub award Period of Performance:	Total Maximum Amount Funded Under this Sub award Agreement: \$55,178.00
Project Title: Project Safe Neighborhoods, Fiscal Year 2021	
Agreement No.	

INTERGOVERNMENTAL AGREEMENT FOR PROJECT SAFE NEIGHBORHOODS FISCAL YEAR 2021

This INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____, 2021, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter "Grantor") and the Chicago Police Department, an Illinois municipal corporation (hereinafter "Sub recipient"). The County and the Chicago Police Department 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 Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, as amended, 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, the County and the Chicago Police Department are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the County has been selected to act as Fiscal Agency by the Project Safe Neighborhood (PSN) Task Force of the United States Attorney's Office of the Northern District of Illinois and awarded funds through the United States Department of Justice; and

WHEREAS, the Chicago Police Department has been selected by the PSN Task Force of the United States Attorney's Office Northern District of Illinois as recipient of Federal Fiscal Year 2021 Project Safe Neighborhoods funds; and

WHEREAS, the Chicago Police Department agrees to implement Project Safe Neighborhoods, Federal Fiscal Year 2021, pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, the Parties agree to the following:

SECTION 1. OBJECTIVES OF PROJECT SAFE NEIGHBORHOODS FY 2021.

- A. Implement one or more effective strategies to prevent, respond to, and reduce violent crime.
- B. Support the specific activities and resource requirements of the PSN team with the goal of implementing the district's PSN strategy in collaboration with all relevant partners and stakeholders.

SECTION 2. ALLOCATION OF COST.

Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed \$55,178.00 dollars for the life of the Agreement starting from the date this Agreement is entered into until its expiration date identified in Section 5. Grantor will not be liable for or owe Sub recipient or any other entity for services that exceed the threshold without Grantor's written consent.

The Sub recipient shall submit invoices on a monthly basis in a format approved by the Grantor. Invoices shall include a signed, detailed accounting of activities and hours worked per individual as identified in the Scope of Work contained in Exhibit A. The Grantor shall not be liable for any services rendered outside those outlined in Exhibit A, including but not limited to services rendered by individuals not identified in the budget. Invoices shall be paid within 10 days of receipt of funds and the Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

SECTION 3. PARTIES' RESPONSIBILITIES.

- A. The County shall be Fiscal Agency, managing all fiscal matters on behalf of the PSN team and sub award recipients, including, but not limited to:
- 1) Drawing down federal funds, as needed.
 - 2) Payments to each contractor or Sub recipient.
 - 3) Submitting Grant Adjustment Notices (GANs).
 - 4) Ensuring timely submission of reports.
 - 5) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules in the DOJ Grants Financial Guide.
- B. The Chicago Police Department shall be responsible for implementing the work or other services described herein, according to documents listed below and incorporated herein. The Sub recipient is responsible for review of and compliance with each of the terms of this Agreement. The parties agree that this Agreement shall include, as if fully set forth herein, the following component parts:
- 1) This document
 - 2) Exhibit A – Scope of Work
 - 3) Exhibit B – Budget Detail Worksheet/Narrative
 - 4) Exhibit C – Performance Measures / Reporting
 - 5) Exhibit D – Contacts
 - 6) Exhibit E – Terms, Conditions, and Representations
 - 7) Exhibit F – Award Letter / Special Conditions (*See Section 12 below*)

SECTION 4. DEFAULT.

A default in any of the provisions of this Agreement by either party may be cured upon written notice by the other party within thirty (30) days of receipt of such notice. The Parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. If a dispute is not resolved within sixty (60) days after the cure period, the Parties are free to pursue all legal and equitable remedies otherwise provided by law, unless a party elects to terminate the Agreement pursuant to Section 6.

SECTION 5: EFFECTIVE DATE AND TERM.

This Agreement shall be effective on _____, 2021 and remain in place for twenty-four (24) months, or unless otherwise terminated as provided in Section 6.

SECTION 6. TERMINATION.

This Agreement may be terminated at any time upon any party providing written notice on the other party of its intention to terminate the Agreement at least thirty (30) days prior to the effective date of termination.

SECTION 7. INDEMNIFICATION.

The County shall indemnify the Sub recipient for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the County, its agents, officers, or employees. The Sub recipient shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the Sub recipient, its agents, officers, or employees.

SECTION 8. ASSIGNMENT.

Neither party shall assign this Agreement without the prior written approval of the other party.

SECTION 9. AMENDMENTS.

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

SECTION 10. NOTICES.

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the COUNTY:

Winnebago County
Attn: Patrick Thompson, County Administrator
Winnebago County Administration Building
404 Elm Street
Rockford, Illinois 61101

If to the Chicago Police Department:

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

SECTION 11. GOVERNING LAW.

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois.

SECTION 12. COMPLIANCE WITH LAWS.

The parties agree to comply with all applicable federal and state laws, statutes, and regulations. The Sub-recipient further agrees to comply with all applicable conditions and restrictions included in the OJP award, including but not limited to all “pass-through” requirements and Part 200 Uniform requirements.

SECTION 13. HEADINGS.

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

SECTION 14. SEVERABILITY.

If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

SECTION 15. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

SECTION 16. WAIVERS.

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

SECTION 17. AUTHORITY

The Grantor and Sub-recipient each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Grantor and Sub-recipient hereto agree to sign such

documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF WINNEBAGO, ILLINOIS

an Illinois body politic and corporate

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

Date: _____

ATTEST:

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

Date: _____

CHICAGO POLICE DEPARTMENT

Date: _____

ATTEST:

Date: _____

EXHIBIT A

SCOPE OF WORK STATEMENT

The Chicago Police Department (“Sub recipient”), in accordance with its Agreement with Winnebago County (“Grantor”), shall perform the work (“Work”) which is laid out in the Scope of Work approved by the Project Safe Neighborhoods Task Force and the fiscal agency.

1. Provide description of project/activities to be supported or delivered by PSN funds, and how it will lead to a reduction in violent crime. Include geographic areas served and target population.

A positive relationship between law enforcement and the community allows police to efficiently and effectively address various criminal matters, including the investigation and prosecution of violent crime. While a jurisdiction may be able to devote vast amounts of resources to investigate a violent crime, detectives will be unable to solve a case without cooperating witnesses and patrol officers cannot effectively protect a neighborhood without the trust of its citizens. Even in instances where an individual may want to cooperate with police, many in the community fear retribution or intimidation from gangs and other criminal elements. The fear of retaliation and the hesitation to cooperate with police present a significant obstacle that must be overcome if police are to be effective in reducing firearms-related offenses in communities that are affected by gang violence.

The Chicago Police Department (CPD) will use PSN funds to develop and broadly market its strategy of meaningful community collaboration in CPD's designated PSN Districts (006, 007, 008, 009, 010, 011 and 015) in the South and West sides that are particularly impacted by gang and gun violence. CPD will direct its messaging to the communities and organizations in these police districts. The strategy will include messaging that emphasize the importance for juveniles, their parents and elders, faith- and community-based leaders, the business sector and others to feel confident that they can trust and cooperate with CPD and will be safe while doing so. Because PSN requires 30% of the award to directly support the activities of gang task forces, CPD will use a portion of FY2021 PSN funds to purchase critical equipment for Gang Teams to support investigative efforts in the PSN districts.

CPD anticipates that enriched community collaboration and investigative resources will lead to a tangible and measurable reduction in gang activity and violent crime not only in the PSN Districts but also in other Districts that have been impacted by gang-related violent crime.

2. Describe staffing plan.

N/A

3. Describe partnerships and how you work together to accomplish goals.

Through the years, CPD has created robust partnerships with diverse community groups, as well as other local, county, state and federal partners.

The ongoing gang and gun violence in many of Chicago's communities presents a need and an opportunity to foster and sustain these relationships in order to address criminal activity more effectively. Members of relevant units with CPD's Bureau of Counterterrorism (BCT) and the Office of Community Policing (OCP) will collaborate to develop and disseminate responses to questions from the community regarding the potential concerns and distinct advantages of communicating with police about gangs and violence. In order to endure, it is necessary for the relationship between the community and the police to be a meaningful one, where CPD personnel are able to personally alleviate fears and explain the process as it is always possible that people just do not have all the correct information or have misconceptions about the criminal justice system.

CPD also works very closely with its federal partners, including the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the United States Attorney's Office (USAO). The USAO has previously provided messaging distributed in communities within the PSN districts and CPD will tap into this experience to gain insights and will collaborate with them on new messaging. Furthermore, an increase in resources and community cooperation will invariably lead to better federal gun cases for the ATF to bring to the USAO, just as it will help state prosecutions.

4. The PSN Task Force must use 30 percent of PSN funding to support the activities of gang task forces. If applicable, describe how your proposed project/activities assists in the reduction of gang activity.

CPD will use proposes that 30% of its funding go toward much-needed equipment for the gang teams to use in their investigations. CPD's gang task forces rely heavily on equipment such as telephones, computers, radios and other tangible equipment to build their investigations. Gang members often operate via social media, and technology and communications equipment is critical to police them. This increase in funding will provide CPD's task forces with the means to investigate and communicate with each other in covert capacity, which will lead to more investigative leads. These leads have a snowball effect, helping both gang investigators as well as providing information to homicide detectives after a murder. The 30% funding will work hand in hand with the 70% going toward messaging, in order to provide the best product to the communities that CPD polices.

5. If applicable, describe public awareness activities under this program.

This program is centered on public awareness. CPD will push messaging to foster trust, respect and collaboration with community members, with 70% of the funds budgeted for public awareness to include print, radio and social media advertising.

Task	Staff Position or Person Responsible	Date Due
Develop messaging	OCP & BCT	1/30/2022
Submit messages for review and approval by OJP and NDIL	BCT	2/28/2022
Messages approved	BCT	3/30/2022
Disseminate messaging	OCP	04/30/2022
Purchase equipment	BCT	06/30/2022
Submit invoices	PSA Finance	monthly
Submit Periodic Financial Report	Comptroller's Office	April 15th July 15th October 15th January 15th
Submit quarterly data report	BCT	April 15th July 15th October 15th January 15th
Complete all fiscal and programmatic closeout materials	PSA	01/15/2023

Scope Revisions: Subrecipient shall obtain prior approval from Winnebago County whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions shall be submitted in writing to Winnebago County for approval. All requests for Scope revisions that require Awarding Agency approval shall then be submitted by Winnebago County to the Awarding Agency for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Winnebago County and, when required, the Awarding Agency gives written approval. See 2 CFR 200.308.

EXHIBIT B

BUDGET and BUDGET NARRATIVE

D. Equipment					
Item	Computation				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
<input type="button" value="Add Equipment"/> <input type="button" value="Delete Selected"/>	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Mobile phones + MiFi hotspot (includes 1 year of FirstNet service)	10	\$840.00	\$8,400	\$0	\$8,400
Hardened mobile devices for Gang Investigations Division personnel (includes 1 year of FirstNet service)	20	\$444.00	\$8,880	\$0	\$8,880
Total(s)			\$17,280	\$0	\$17,280
Narrative		Add Additional Narrative Text			
Using the City of Chicago's current, competitively-bid contract, CPD will purchase hardened mobile devices and mobile phones for personnel in the Gang Investigations Division to communicate with community members, particularly in the PSN Districts. The hardened tablets will be enabled to access CPD's various databases and will be beneficial in continuing investigations while in the field.					

H. Procurement Contracts								
Description	Purpose	Consultant?						
<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the contractor for a consultant? If yes, use the section below to explain associated travel expenses included in the price.</i>						
<input type="button" value="Add Item"/> <input type="button" value="Delete Selected"/>			Total Cost	Non-Federal Contribution	Federal Request			
3 months of external messaging	Up to 2 weekly print ads on various media and approximately 150 radio spots across three months	No	\$37,898	\$0	\$37,898			
Total(s)			\$37,898	\$0	\$37,898			
Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
<input type="button" value="Add Travel Expense"/> <input type="button" value="Delete Selected"/>			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0
Narrative		Add Additional Narrative Text Area						
CPD will develop messages targeted at communities in the PSN Districts to encourage cooperation with law enforcement. The messages will be jointly developed by relevant personnel in the Bureau of Counterterrorism and the Office of Community Policing and will be aimed at promoting a relationship that will result in a measurable decrease in gang-related violent crime in the PSN Districts								

EXHIBIT C PERFORMANCE MEASURES / REPORTING

Sub Recipient is required to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis. An example of performance indicators is available at [Project Safe Neighborhoods Program \(ojp.gov\)](https://www.ojp.gov/psn). Additional measureable outcomes will be based on activities agreed upon in the sub recipient Scope of Work.

Sub Recipient will provide data to Grantor and funded research partner to indicate whether PSN programming and funded personnel / equipment is having the desired effect, restated here:

- 1) Reduced recidivism rates among PSN funded program participants;
- 2) Improved use of assessments and data to support more efficient and effective local violence reduction strategies;
- 3) Reduction in violent-crime arrests and juvenile justice involvement; and
- 4) Continued coordination and expansion of federal, state, and local law enforcement partner efforts.

<u>Process Objectives</u>	<u>Performance Measures</u>	<u>Projected 01/01/2022- 12/31/2022</u>
Attend quarterly PSN Task Force meetings	# of PSN Task Force meetings attended	4
<u>Outcome Objectives</u>	<u>Performance Measures</u>	<u>Projected 01/01/2022- 12/31/2022</u>
Increase in number of witnesses cooperating with law enforcement	Feedback from patrol and detective divisions will show a 20% increase in witness cooperation	10/30/2022
More gang/gun cases getting closed	Feedback from patrol and detective divisions will show a 10% increase in closed cases	10/30/2022
Reduced gang presence	Reduction in "calls for service," feedback from community	12/31/2022
Reduction in gun violence	5% reduction in gun and shooting cases	12/31/2022

Sub Recipient shall comply with all reporting, data collection and evaluation requirements, as prescribed by the grant awarding agency and Winnebago County following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Performance Measures	April 15th
April - June	Performance Measures, Narrative Questions	July 15th
July - September	Performance Measures	October 15th
October - December	Performance Measures, Narrative Questions	January 15th
Final Close Out	Performance Measures, Narrative Questions, Closeout Questions	15 days after grant end date

Note: If a due date falls on a weekend, report is due on the preceding Friday.

EXHIBIT D CONTACTS

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

Winnebago County Contacts	Sub recipient Contacts
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101 Telephone: (815) 319-4059 Email: mdokken@wincoil.us	<u>Administrative Contact (Reports)</u> Name: Tomas Maulawin Title: Grants Research Specialist Address: Office of Public Safety Administration 3510 S Michigan Ave, 3NW Chicago, IL, 60653 Telephone: 312-745-5753 Email: tomas.maulawin@chicagopolice.org
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101 Telephone: (779) 707-0906 Email: pthompson@wincoil.us	<u>Program Contact</u> Name: Elena Gottreich Title: Deputy Director of Prosecutorial Strategies Address: 3340 W Fillmore Street Chicago, IL 60624 Telephone: 312-746-7561 Email: elena.gottreich@chicagopolice.org
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101 Telephone: (815) 319-4059 Email: mdokken@wincoil.us	<u>Invoices and Reports Sent to:</u> Name: Lawrence Blustain Title: Fiscal Administrator Address: Office of Public Safety Administration 3510 S Michigan Ave, 3NE Chicago, IL 60653 Telephone: 312-745-6289 Email: Lawrence.blustain@chicagopolice.org

EXHIBIT E
TERMS, CONDITIONS, AND REPRESENTATIONS

1. Representations

- 1.1 Compliance with Internal Revenue Code. Sub recipient certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- 1.2 Compliance with Uniform Grant Rules (2 CFR Part 200). Sub recipient certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).
- 1.3 Compliance with Registration Requirements. Sub recipient certifies that it (i) is registered with the Federal System for Award Management (SAM); (ii) is in good standing with the Illinois Secretary of State, if applicable; and (iii) has a valid DUNS number. It is Sub recipient's responsibility to remain current with these registrations and requirements. If Sub recipient's status with regard to any of these requirements change, Sub recipient must notify Winnebago County in writing immediately.

2. Certifications

Sub recipient, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Sub recipient and/or the Work performed under this Agreement:

- 2.1 Bribery. Sub recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.2 Bid Rigging. Sub recipient certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.3 Debt to State. Sub recipient certifies that neither it, nor its affiliate(s), is/are barred from receiving a contract or award because Sub recipient, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Sub recipient, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Sub recipient acknowledges Winnebago County may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.4 Dues and Fees. Sub recipient certifies that it is not prohibited from receiving a contract or award because it pays dues or fees on behalf of its employees or agents, or subsidizes

or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

- 2.5 Pro-Children Act. Sub recipient certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 2.6 Drug-Free Work Place. If Sub recipient is not an individual, Sub recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Sub recipient is an individual and this Agreement is valued at more than \$5,000, Sub recipient certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Sub recipient further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 2.7 Debarment. Sub recipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency pursuant to 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- 2.8 Non-procurement Debarment and Suspension. Sub recipient certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- 2.9 Clean Air and Water. Contracts (and subrecipients) exceeding \$150,000.00, must contain a provision requiring the contractor (or subrecipients) to agree to comply with all requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*), and the Clean Water Act [Federal Water Pollution Control Act] as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA). Reference: Part 200 Appendix II(G)
- 2.10 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.

- 2.11 Health Insurance Portability and Accountability Act. Sub recipient certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Sub recipient shall maintain, for a minimum of six (6) years, all protected health information.
- 2.12 Human Subjects Research. Sub recipient agrees to comply with all federal and state laws regarding the conduct of research involving human subjects. Sub recipient shall not publish or otherwise disclose any information that identifies, or serves in conjunction with other disclosed information, to identify any individual participating in Work, unless the individual so identified gives his/her prior written consent.
- 2.13 Criminal Convictions. Sub recipient certifies that neither it nor any officer, director, partner or other managerial agent of Sub recipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Sub recipient further certifies that it is not barred from receiving a contract under 30 ILCS 500/50-10.5, and acknowledges that Winnebago County shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.14 Forced Labor Act. Sub recipient certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- 2.15 Illinois Use Tax. Sub recipient certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.16 Environmental Protection Act Violations. Sub recipient certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.17 Goods from Child Labor Act. Sub recipient certifies that no foreign-made equipment, materials, or supplies furnished under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

3. Criminal Disclosure

- 3.1. Mandatory Criminal Disclosures. Sub recipient shall continue to disclose to Winnebago County all violations of criminal law Involving fraud, bribery or gratuity violations potentially affecting this Agreement. *See* 30 ILCS 708/40. Additionally, if Sub recipient receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Agreement, Sub recipient must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

4. Unlawful Discrimination

- 4.1 Compliance with Nondiscrimination Laws. Sub recipient, its employees and Sub recipients under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
 - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
 - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
 - d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
 - e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
 - f) The Age Discrimination Act (42 USC 6101 *et seq.*).

5. Lobbying

- 5.1 Improper Influence. Sub recipient certifies that no grant funds have been paid or will be paid by or on behalf of Sub recipient to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Sub recipient certifies that it has filed the

required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 5.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 5.3 Lobbying Costs. Sub recipient certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 5.4 Procurement Lobbying. Sub recipient warrants and certifies that it and, to the best of its knowledge, its Sub recipients have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and Sub recipients from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.5 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

6. Maintenance and Accessibility of Records; Monitoring

- 6.1 Records Retention. Sub recipient shall maintain for three (3) years from the date of submission of the final expenditure report under this Agreement, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Agreement, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.
- 6.2 Accessibility of Records. Sub recipient shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Awarding Agency representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Awarding Agency's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other

person as may be authorized by the Awarding Agency (including auditors), by the State of Illinois, or by Federal statute. Sub recipient shall cooperate fully in any such audit or inquiry.

- 6.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described herein, shall establish a presumption in favor of Winnebago County for the recovery of any funds paid by Winnebago County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 6.4 Monitoring and Access to Information. Winnebago County must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved under the terms of the grant award. In turn, Winnebago County shall monitor the activities of Sub recipient to assure compliance with all requirements and performance expectations of this Agreement. Sub recipient shall timely submit all invoices, and financial and performance reports requested by Winnebago County, and shall supply, upon Winnebago County's request, documents and information relevant to this Agreement. Winnebago County may make site visits as warranted by program needs.
- 6.5 Failure to Comply with Reporting or Documentation Requests. Sub recipient's failure to comply with Winnebago County's reporting requirements or supporting documentation requests may result in the withholding of funds and may be considered a material breach of this Agreement.

7. Conflict of Interest.

- 7.1 Required Disclosures. Sub recipient must immediately disclose in writing any potential or actual Conflict of Interest to Winnebago County.
- 7.2 Prohibited Payments. Sub recipient agrees not to compensate, directly or indirectly, in connection with this Agreement any person: (a) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary (30 ILCS 500/50-13).

8. Equipment or Property

- 8.1 Prohibition and Disposition/Encumbrance During Performance Period. Sub recipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of equipment, material, or real property during the Performance Period without prior approval of Winnebago County.
- 8.2 Management and Disposition After Performance Period. Sub recipient must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property for which cost was supported by Grant Funds.

- 8.3 Insurance. Grantee shall maintain in full force and effect during the Performance Period of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.
- 8.4 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to the County for return to the Awarding Agency.

9. Promotional Materials; Prior Notification

- 9.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Sub recipient seeks to use funds under this Agreement, in whole or in part, to produce any written publications, announcements, reports, flyers, brochures or other written materials, Sub recipient shall obtain *prior* approval for the use of funds for that purpose and, if approved by Winnebago County, agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “*This project was supported by Grant No. O-BJA-2021-94005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice’s Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.*”
- 9.2 Prior Notification/Release of Information. Sub recipient agrees to notify Winnebago County twelve (12) days prior to issuing public announcements or press releases concerning Work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Winnebago County in joint or coordinated releases of information.



ORGANIZATION AND GRANT SPECIFIC INFORMATION	
Organization ("GRANTOR") Name: Winnebago County Address: 404 Elm Street Rockford, IL 61101	Organization ("SUBRECIPIENT") Name: Cook County Juvenile Temporary Detention Center Address: 1100 S. Hamilton Ave. 2 nd Fl. Chicago, IL 60612 EIN No.: 36-6006541 DUNS No.: 122702967 SAM Cage Code: 5PVCo SAM CCR Expiration Date: 4/15/22
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFDA No. and Title (if Federal): 16.609; Project Safe Neighborhoods	
CFSA No.: n/a	
Award Type: Federal	
Federal Award ID No. (if Federal): O-BJA-2021-94005	
Federal Award Date:	
Federal Agency (if Federal): Department of Justice, Bureau of Justice Assistance	
Sub award Period of Performance:	Total Maximum Amount Funded Under this Sub award Agreement: \$75,000
Project Title: Project Safe Neighborhoods, Fiscal Year 2021	
Agreement No.	

INTERGOVERNMENTAL AGREEMENT FOR PROJECT SAFE NEIGHBORHOODS FISCAL YEAR 2021

This INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____, 2021, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter "Grantor") and the Cook County Juvenile Temporary Detention Center, an Illinois municipal corporation (hereinafter "Sub recipient"). The County and Cook County Juvenile Temporary Detention Center 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 Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, as amended, 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, the County and Cook County Juvenile Temporary Detention Center are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the County has been selected to act as Fiscal Agency by the Project Safe Neighborhood (PSN) Task Force of the United States Attorney's Office of the Northern District of Illinois and awarded funds through the United States Department of Justice; and

WHEREAS, the Cook County Juvenile Temporary Detention Center has been selected by the PSN Task Force of the United States Attorney's Office Northern District of Illinois as recipient of Federal Fiscal Year 2021 Project Safe Neighborhoods funds; and

WHEREAS, the Cook County Juvenile Temporary Detention Center agrees to implement Project Safe Neighborhoods, Federal Fiscal Year 2021, pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, the Parties agree to the following:

SECTION 1. OBJECTIVES OF PROJECT SAFE NEIGHBORHOODS FY 2021.

- A. Implement one or more effective strategies to prevent, respond to, and reduce violent crime.
- B. Support the specific activities and resource requirements of the PSN team with the goal of implementing the district's PSN strategy in collaboration with all relevant partners and stakeholders.

SECTION 2. ALLOCATION OF COST.

Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed \$75,000.00 dollars for the life of the Agreement starting from the date this Agreement is entered into until its expiration date identified in Section 5. Grantor will not be liable for or owe Sub recipient or any other entity for services that exceed the threshold without Grantor's written consent.

The Sub recipient shall submit invoices on a monthly basis in a format approved by the Grantor. Invoices shall include a signed, detailed accounting of activities and hours worked per individual as identified in the Scope of Work contained in Exhibit A. The Grantor shall not be liable for any services rendered outside those outlined in Exhibit A, including but not limited to services rendered by individuals not identified in the budget. Invoices shall be paid within 10 days of receipt of funds and the Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

SECTION 3. PARTIES' RESPONSIBILITIES.

- A. The County shall be Fiscal Agency, managing all fiscal matters on behalf of the PSN team and sub award recipients, including, but not limited to:
- 1) Drawing down federal funds, as needed.
 - 2) Payments to each contractor or Sub recipient.
 - 3) Submitting Grant Adjustment Notices (GANs).
 - 4) Ensuring timely submission of reports.
 - 5) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules in the DOJ Grants Financial Guide.
- B. The Cook County Juvenile Temporary Detention Center shall be responsible for implementing the work or other services described herein, according to documents listed below and incorporated herein. The Sub recipient is responsible for review of and compliance with each of the terms of this Agreement. The parties agree that this Agreement shall include, as if fully set forth herein, the following component parts:
- 1) This document
 - 2) Exhibit A – Scope of Work
 - 3) Exhibit B – Budget Detail Worksheet/Narrative
 - 4) Exhibit C – Performance Measures / Reporting
 - 5) Exhibit D – Contacts
 - 6) Exhibit E – Terms, Conditions, and Representations
 - 7) Exhibit F – Award Letter / Special Conditions (*See Section 12 below*)

SECTION 4. DEFAULT.

A default in any of the provisions of this Agreement by either party may be cured upon written notice by the other party within thirty (30) days of receipt of such notice. The Parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. If a dispute is not resolved within sixty (60) days after the cure period, the Parties are free to pursue all legal and equitable remedies otherwise provided by law, unless a party elects to terminate the Agreement pursuant to Section 6.

SECTION 5: EFFECTIVE DATE AND TERM.

This Agreement shall be effective on _____, 2021 and remain in place for twenty-four (24) months, or unless otherwise terminated as provided in Section 6.

SECTION 6. TERMINATION.

This Agreement may be terminated at any time upon any party providing written notice on the other party of its intention to terminate the Agreement at least thirty (30) days prior to the effective date of termination.

SECTION 7. INDEMNIFICATION.

The County shall indemnify the Sub recipient for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the County, its agents, officers, or employees. The Sub recipient shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the Sub recipient, its agents, officers, or employees.

SECTION 8. ASSIGNMENT.

Neither party shall assign this Agreement without the prior written approval of the other party.

SECTION 9. AMENDMENTS.

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

SECTION 10. NOTICES.

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the COUNTY:

Winnebago County
Attn: Patrick Thompson, County Administrator
Winnebago County Administration Building
404 Elm Street
Rockford, Illinois 61101

If to COOK COUNTY JUVENILE TEMPORARY DETENTION CENTER:

Cook County Juvenile Temporary Detention Center
Attn: Steve Smith, Finance Director
1100 S. Hamilton Ave.
Chicago, IL 60612

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

SECTION 11. GOVERNING LAW.

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois.

SECTION 12. COMPLIANCE WITH LAWS.

The parties agree to comply with all applicable federal and state laws, statutes, and regulations. The Sub-recipient further agrees to comply with all applicable conditions and restrictions included in the OJP award, including but not limited to all “pass-through” requirements and Part 200 Uniform requirements.

SECTION 13. HEADINGS.

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

SECTION 14. SEVERABILITY.

If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

SECTION 15. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

SECTION 16. WAIVERS.

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

SECTION 17. AUTHORITY

The Grantor and Sub-recipient each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Grantor and Sub-recipient hereto agree to sign such

documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF WINNEBAGO, ILLINOIS

an Illinois body politic and corporate

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

Date: _____

ATTEST:

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

Date: _____

COOK COUNTY JUVENILE TEMPORARY DETENTION CENTER

Date: _____

ATTEST:

Date: _____

EXHIBIT A

SCOPE OF WORK STATEMENT

The Cook County Juvenile Temporary Detention Center (“Sub recipient”), in accordance with its Agreement with Winnebago County (“Grantor”), shall perform the work (“Work”) which is laid out in the Scope of Work approved by the Project Safe Neighborhoods Task Force and the fiscal agency.

Provide description of project/activities to be supported or delivered by PSN funds, and how it will lead to a reduction in violent crime. Include geographic areas served and target population.
--

The Project Safe Neighborhood Grant funding will be utilized to enhance the collaborative efforts of the Cook County Juvenile Temporary Detention Center (JTDC) and its partners in providing gang intervention services to the residents of the JTDC and the Cook County area. The services will include gang intervention consulting, seminars, conferences and other related juvenile correctional programming. The JTDC looks to leverage its extensive experience providing correctional services to youth with local, state and national stakeholders, in conjunction with peer reviewed best practices, to enhance the public safety environment in Chicago and the Cook County area. Staff will engage with experts in the field of gang intervention to develop new strategies and best practices to mitigate gang activity in Chicago and the surrounding Cook County area. The JTDC will use nationally recognized training activities along with expert facilitators in the field of gang intervention. The JTDC will leverage Project Safe Neighborhood Grant funding with its staff and detained youth to enhance and introduce innovative gang intervention programming and strategies.

JTDC staff will attend nationally recognized, successful and best practice gang intervention conferences, programs and symposiums. The JTDC is the largest juvenile detention center in the United States and it serves under the jurisdiction of State of Illinois Circuit Court of Cook County. As Cook County's primary public safety detention center for pre-adjudicated juveniles, the JTDC provides custody and care for residents admitted to the 600,000 sq. ft. facility in Chicago, IL. The facility has a functional operating capacity of 382 residents that are housed over 10 residential centers and 30 pod living units. The JTDC has extensive juvenile correctional programming and services that are rendered to the youth that reside at the facility. The JTDC offers mental and medical care health services through Cook County Health's Cermak Medical Department. Cermak provides physician, nursing, dental, psychiatric, psychological and social services to the residents detained at the JTDC. The JTDC has a direct care staff of youth development specialists, caseworkers, security specialist and other intervention specialist who work closely and collaboratively with the residents, their family, the court, probation officials and other public safety stakeholders.

Describe partnerships and how you work together to accomplish goals.

The JTDC and its staff of youth development specialist, caseworkers, gang intervention specialist and mental health professionals will partner with local, state and federal stakeholders and experts who are engaged in innovative gang intervention strategies and activities. The partnership will seek to develop and enhance projects that will provide mitigation strategies to address gang involvement among youth and residents in the Chicago and Cook County area. National and local experts will be brought into the facility to engage and work with the JTDC staff on the critical gang related issues facing the youth and residents that the JTDC serves. The JTDC will continue to work closely with local, state and federal law enforcement officials to accomplish public safety goals related to gang intervention activities.

Task	Staff Position or Person Responsible	Date Due
Schedule gang intervention speakers at the JTDC.	Deputy Executive Director	1/1/2022
Schedule attendees for local and national gang intervention conferences.	Deputy Executive Director	1/1/2022
Procure audio, video and computer equipment and supplies for gang intervention activities.	Deputy Executive Director	1/1/2022
Engage local stakeholders in the participation in the upcoming JTDC gang intervention activities.	Deputy Executive Director	1/1/2022
Conduct staff orientation on upcoming JTDC gang intervention activities.	Deputy Executive Director	1/1/2022
Submit monthly invoices	Steve Smith	Ongoing
Submit quarterly Periodic Financial Report	Steve Smith	Ongoing
Submit quarterly data report	Steve Smith	January 15 April 15 July 15 October 15
Complete all fiscal and programmatic closeout materials	Steve Smith and Deputy Executive Director	12/31/22

Scope Revisions: Subrecipient shall obtain prior approval from Winnebago County whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions shall be submitted in writing to Winnebago County for approval. All requests for Scope revisions that require Awarding Agency approval shall then be submitted by Winnebago County to the Awarding Agency for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Winnebago County and, when required, the Awarding Agency gives written approval. See 2 CFR 200.308.

EXHIBIT B

BUDGET and BUDGET NARRATIVE

Budget Year 1

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Lodging, Meals, Etc.	Per day, mile, trip, Etc.	Compute the cost of each type of expense X the number of people traveling.						
Add Travel Expense		Delete Selected		Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
National Gang Intervention Programs	TBD	Transportation	Round-trip	\$380.00	3	2	1	\$2,280		\$2,280
National Gang Intervention Programs	TBD	Lodging	Night	\$160.00	3	2	1	\$960		\$960
National Gang Intervention Programs	TBD	Meals	Day	\$45.00	3	2	1	\$270		\$270
Total(s)								\$3,510	\$0	\$3,510
Narrative									Add Additional Narrative Text	
<p>JTDC staff to attend nationally recognized, successful and best practice gang intervention conferences, programs and symposiums. The Cook County Juvenile Temporary Detention (JTDC) is the largest juvenile detention center in the United States and it serves under the jurisdiction of State of Illinois Circuit Court of Cook County. As Cook County's primary public safety detention center for pre-adjudicated juveniles, the JTDC provides custody and care for residents admitted to the 600,000 sq. ft. facility in Chicago, IL. The facility has a functional operating capacity of 382 residents that are housed over 10 residential centers and 30 pod living units. The JTDC has extensive juvenile correctional programming and services that are rendered to the youth that reside at the facility. The JTDC offers mental and medical care health services through Cook County Health's Cermak Medical Department. Cermak provides physician, nursing, dental, psychiatric, psychological and social services to the residents detained at the JTDC. The JTDC has a direct care staff of youth development specialists, caseworkers, security specialist and other intervention specialist who work closely and collaboratively with the residents, their family, the court and probation officials. The Project Safe Neighborhood Grant funding will be utilized to enhance the collaborative efforts of the JTDC and its partners in providing services to the residents of the JTDC. The services will include gang intervention consulting, seminars, conferences and other related juvenile correctional programming. The JTDC looks to leverage its extensive experience providing correctional services to youth with local, state and national stakeholders in conjunction with peer reviewed best practices to enhance the public safety environment in Chicago and Cook County.</p>										

E. Supplies						
Supply Items	Computation					
Provide a list of the types of items to be purchased with grant funds.	Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.					
Add Supply Item	Delete Selected	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Laptops for PSN Forums		2	\$800.00	\$1,600		\$1,600
Audio Equipment for PSN Forums		2	\$1,000.00	\$2,000		\$2,000
Video Equipment for PSN Forums		2	\$490.00	\$980		\$980
Zoom accounts for PSN Forums		7	\$100.00	\$700		\$700
Total(s)				\$5,280	\$0	\$5,280
Narrative					Add Additional Narrative Text	
<p>• Two (2) lap top computers will be purchased to facilitate the gang intervention training and communication between participants and stakeholders. The laptop computer price was arrived at based upon quotes received from technology vendors. Two are needed as one will be utilized at the JTDC detention facility and the other location will be in the Chicago community. 2 (laptops) x 800 (cost) = \$1600.00</p> <p>• The audio equipment will be used to facilitate communication during gang intervention training and presentation as well as gang intervention Zoom calls and presentations. The audio equipment price was arrived at based upon quotes from vendor. Two are needed as one will be utilized at the JTDC detention facility and the other location will be in the Chicago community. Equipment needed to complete audio package 170 (Hardware) + 350 (Audio Station 24c 2x2) + 170 (Annual Sphere Access) + 310 (Microphone) x 2 (sets) = \$2000.00</p> <p>• The video equipment will also be used to record gang intervention training and presentation. Two are needed as one will be utilized at the JTDC detention facility and the other location will be in the Chicago community. 2 (video cameras) x 490 (cost) = \$980.00</p> <p>• The Zoom accounts will be used to facilitate presentations and trainings for gang intervention programming and activities. The account price was arrived at based upon quote from vendor. 7 (accounts) x 100 (cost per annually) = \$700.00</p> <p>1600 + 2000 + 980 + 700 = \$5,280.00 Total</p>						

H. Procurement Contracts						
Description	Purpose	Consultant?				
<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>				
<input type="button" value="Add Item"/> <input type="button" value="Delete Selected"/>			Total Cost	Non-Federal Contribution	Federal Request	
Chicago Gang Conference Fee	Chicago Gang Intervention Conference	No	\$1,000		\$1,000	
Gang Intervention Forum Speakers at JTDC Conference	Gang Intervention Speaker Fees	No	\$5,341		\$5,341	
Gang Intervention Consulting Fee. Consist of 4 consultants: Charles Perry, Chris Millette, Harold martinez and disabled individuals from In My Shoes Organization	Gang Intervention Consulting	No	\$21,250		\$21,250	
			Total(s)	\$27,591	\$0	\$27,591
Narrative		Add Additional Narrative Text Area				
Expense cost for Chicago Gang Intervention speaker, consulting and conference for the JTDC. In My Shoes Organization is an community group that services individuals who have become disabled as a result of gang violence. Individuals from In My Shoes will speak and participate in the quarterly JTDC Gang Intervention Forums. Speaker and consultant Charles Perry is a former gang member who is recognized as one who brings effective mitigation and gang intervention strategies to the community. Chris Millette, Esq. is a community moral voice speaker who has been recognized in his creative and effective approach to combating gang violence. Harold Martinez is a former gang member who brings a strong voice and dedicated approach to gang intervention and mitigation strategies.						
J. Indirect Costs						
Description	Computation					
<i>Describe what the approved rate is and how it is applied.</i>	<i>Compute the indirect costs for those portions of the program which allow such costs.</i>					
<input type="button" value="Add Indirect Cost"/> <input type="button" value="Delete Selected"/>	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request	
Cook County Indirect Cost	\$36,381.00	10%	\$3,639		\$3,639	
			Total(s)	\$3,639	\$0	\$3,639
Narrative		Add Additional Narrative Text				
JTDC will charge a de minimus rate of 10% of modified total direct costs (MTDC). Indirect Cost = 3510 (travel) + 5280 (supplies) + 1000 (contract) + 5341 (contract) + 21250(contract) = \$36,378						

Budget Year 2

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
Add Travel Expense		Delete Selected		Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
National Gang Intervention Programs	TBD	Transportation	Round-trip	\$380.00	3	2	1	\$2,280		\$2,280
National Gang Intervention Programs	TBD	Lodging	Night	\$160.00	3	2	1	\$960		\$960
National Gang Intervention Programs	TBD	Meals	Day	\$45.00	3	2	1	\$270		\$270
Total(s)								\$3,510	\$0	\$3,510
Narrative		Add Additional Narrative Text								
<p>JTDC staff to attend nationally recognized, successful and best practice gang intervention conferences, programs and symposiums. The Cook County Juvenile Temporary Detention (JTDC) is the largest juvenile detention center in the United States and it serves under the jurisdiction of State of Illinois Circuit Court of Cook County. As Cook County's primary public safety detention center for pre-adjudicated juveniles, the JTDC provides custody and care for residents admitted to the 600,000 sq. ft. facility in Chicago, IL. The facility has a functional operating capacity of 382 residents that are housed over 10 residential centers and 30 pod living units. The JTDC has extensive juvenile correctional programming and services that are rendered to the youth that reside at the facility. The JTDC offers mental and medical care health services through Cook County Health's Cermak Medical Department. Cermak provides physician, nursing, dental, psychiatric, psychological and social services to the residents detained at the JTDC. The JTDC has a direct care staff of youth development specialists, caseworkers, security specialist and other intervention specialist who work closely and collaboratively with the residents, their family, the court and probation officials. The Project Safe Neighborhood Grant funding will be utilized to enhance the collaborative efforts of the JTDC and its partners in providing services to the residents of the JTDC. The services will include gang intervention consulting, seminars, conferences and other related juvenile correctional programming. The JTDC looks to leverage its extensive experience providing correctional services to youth with local, state and national stakeholders in conjunction with peer reviewed best practices to enhance the public safety environment in Chicago and Cook County.</p>										

J. Indirect Costs						
Description	Computation					
<i>Describe what the approved rate is and how it is applied.</i>	<i>Compute the indirect costs for those portions of the program which allow such costs.</i>					
Add Indirect Cost	Delete Selected	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
Cook County Indirect Cost		\$31,800.00	10%	\$3,180		\$3,180
Total(s)				\$3,180	\$0	\$3,180
Narrative		Add Additional Narrative Text				
<p>JTDC will charge a de minimus rate of 10% of modified total direct costs (MTDC). Indirect Cost = 3510 (travel) + 700 (supplies) + 1000 (contract) + 5338 (contract) + 21250 (contract) = \$31,798</p>						

E. Supplies						
Supply Items	Computation					
<i>Provide a list of the types of items to be purchased with grant funds.</i>	<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>					
Add Supply Item	Delete Selected	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Zoom accounts for PSN Forums		7	\$100.00	\$700		\$700
Total(s)				\$700	\$0	\$700
Narrative		Add Additional Narrative Text				
<p>• The Zoom accounts will be used to facilitate presentations and trainings for gang intervention programming and activities. The account price was arrived at based upon quote from vendor. 7 (accounts) x 100 (cost per annually) = 700.00</p>						

H. Procurement Contracts							
Description <i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>		Purpose <i>Describe the purpose of the contract</i>	Consultant? <i>Is the individual for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>				
Add Item		Delete Selected		Total Cost	Non-Federal Contribution	Federal Request	
Chicago Gang Intervention Conference Fee		Chicago Gang Intervention Conference	No	\$1,000		\$1,000	
Gang Intervention Forum Speakers at JTDC Conference		Gang Intervention Speaker Fees	Yes	\$5,340		\$5,340	
Gang Intervention Consulting Fee. Consist of 4 consultants: Charles Perry, Chris Millette, Harold Martinez and disabled individuals from In My Shoes		Gang Intervention Consulting	No	\$21,250		\$21,250	
Total(s)				\$27,590	\$0	\$27,590	
Consultant Travel (if necessary)							
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>				
Add Travel Expense			Delete Selected	Cost	Duration or Distance	# of Staff	Total Cost
				Total			\$0
							\$0
							\$0
Narrative		Add Additional Narrative Text Area					
Expense cost for Chicago Gang Intervention speaker, consulting and conference for the JTDC. In My Shoes Organization is an community group that services individuals who have become disabled as a result of gang violence. Individuals from In My Shoes will speak and participate in the quarterly JTDC Gang Intervention Forums. Speaker and consultant Charles Perry is a former gang member who is recognized as one who brings effective mitigation and gang intervention strategies to the community. Chris Millette, Esq. is a community moral voice speaker who has been recognized in his creative and effective approach to combating gang violence. Harold Martinez is a former gang member who brings a strong voice and dedicated approach to gang intervention and mitigation strategies.							

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EXHIBIT C PERFORMANCE MEASURES / REPORTING

Sub Recipient is required to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis. An example of performance indicators is available at [Project Safe Neighborhoods Program \(ojp.gov\)](https://www.ojp.gov/project-safe-neighborhoods-program). Additional measureable outcomes will be based on activities agreed upon in the sub recipient Scope of Work.

Sub Recipient will provide data to Grantor and funded research partner to indicate whether PSN programming and funded personnel / equipment is having the desired effect, restated here:

- 1) Reduced recidivism rates among PSN funded program participants;
- 2) Improved use of assessments and data to support more efficient and effective local violence reduction strategies;
- 3) Reduction in violent-crime arrests and juvenile justice involvement; and
- 4) Continued coordination and expansion of federal, state, and local law enforcement partner efforts.

<u>Overall program goal:</u> <i>To reduce violent crime in the most violent neighborhoods in Chicago and Rockford by addressing crime before it happens</i>			
<u>Process Objectives</u>	<u>Performance Measures</u>	<u>Projected</u> 01/01/2022- 12/31/2022	<u>Projected</u> 01/01/2023- 12/31/2023
Conduct Quarterly Gang Training	4 national and local trainers will present best practices in gang intervention mitigation strategies.	4	4
Staff will attend local and national gang intervention conferences	4 staff will attend annual, successful and best practice gang intervention conferences	1	1
JTDC will record training and conference activity held at the JTDC	Will record 1 training/conference activity per quarter	4	4
Attend quarterly PSN Task Force meetings	# of PSN Task Force meetings attended	4	4
<u>Outcome Objectives</u>	<u>Performance Measures</u>	<u>Projected</u> 01/01/2021- 09/30/2021	<u>Projected</u> 01/01/2023- 12/31/2023
Continued, new and enhanced gang intervention programming strategies	Expand and continue partnerships and collaborations with stakeholders and best practice experts locally and nationally.	4	4

Youth development specialist, caseworkers, gang intervention specialist and training specialist enhanced professional development.	# of new best practices implemented this quarter.	Year 1	Year 2
Provide remote access to gang intervention project activities.	8 forums, roundtable discussions, and presentations regarding JTDC gang intervention activities will be held remotely each quarter.	32	32

Sub Recipient shall comply with all reporting, data collection and evaluation requirements, as prescribed by the grant awarding agency and Winnebago County following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Performance Measures	April 15th
April - June	Performance Measures, Narrative Questions	July 15th
July - September	Performance Measures	October 15th
October - December	Performance Measures, Narrative Questions	January 15th
Final Close Out	Performance Measures, Narrative Questions, Closeout Questions	15 days after grant end date

Note: If a due date falls on a weekend, report is due on the preceding Friday.

EXHIBIT D CONTACTS

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

Winnebago County Contacts	Sub recipient Contacts
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101 Telephone: (815) 319-4059 Email: mdokken@wincoil.us	<u>Administrative Contact (Reports)</u> Name: Steve Smith Title: Finance Director Address: 1100 S. Hamilton Ave. 2 nd Fl. Chicago, IL 60612 Telephone: 312-433-5003 Email: steve.smith@cookcountyil.gov
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101 Telephone: (779) 707-0906 Email: pthompson@wincoil.us	<u>Program Contact</u> Name: Rhonda Ramos Title: Deputy Executive Director Address: 1100 S. Hamilton Ave. Chicago, IL 60612 Telephone: 312-433-6391 Email: Rhonda.ramos@cookcountyil.gov
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101 Telephone: (815) 319-4059 Email: mdokken@wincoil.us	<u>Payments Sent to:</u> Name: Steve Smith Title: Finance Director Address: 1100 S. Hamilton Ave. 2 nd Fl. Chicago, IL 60612 Telephone: 312-433-5003 Email: steve.smith@cookcountyil.gov

EXHIBIT E
TERMS, CONDITIONS, AND REPRESENTATIONS

1. Representations

- 1.1 Compliance with Internal Revenue Code. Sub recipient certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- 1.2 Compliance with Uniform Grant Rules (2 CFR Part 200). Sub recipient certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).
- 1.3 Compliance with Registration Requirements. Sub recipient certifies that it (i) is registered with the Federal System for Award Management (SAM); (ii) is in good standing with the Illinois Secretary of State, if applicable; and (iii) has a valid DUNS number. It is Sub recipient's responsibility to remain current with these registrations and requirements. If Sub recipient's status with regard to any of these requirements change, Sub recipient must notify Winnebago County in writing immediately.

2. Certifications

Sub recipient, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Sub recipient and/or the Work performed under this Agreement:

- 2.1 Bribery. Sub recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.2 Bid Rigging. Sub recipient certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.3 Debt to State. Sub recipient certifies that neither it, nor its affiliate(s), is/are barred from receiving a contract or award because Sub recipient, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Sub recipient, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Sub recipient acknowledges Winnebago County may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.4 Dues and Fees. Sub recipient certifies that it is not prohibited from receiving a contract or award because it pays dues or fees on behalf of its employees or agents, or subsidizes

or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

- 2.5 Pro-Children Act. Sub recipient certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 2.6 Drug-Free Work Place. If Sub recipient is not an individual, Sub recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Sub recipient is an individual and this Agreement is valued at more than \$5,000, Sub recipient certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Sub recipient further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 2.7 Debarment. Sub recipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency pursuant to 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- 2.8 Non-procurement Debarment and Suspension. Sub recipient certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- 2.9 Clean Air and Water. Contracts (and subrecipients) exceeding \$150,000.00, must contain a provision requiring the contractor (or subrecipients) to agree to comply with all requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*), and the Clean Water Act [Federal Water Pollution Control Act] as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA). Reference: Part 200 Appendix II(G)
- 2.10 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.

- 2.11 Health Insurance Portability and Accountability Act. Sub recipient certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Sub recipient shall maintain, for a minimum of six (6) years, all protected health information.
- 2.12 Human Subjects Research. Sub recipient agrees to comply with all federal and state laws regarding the conduct of research involving human subjects. Sub recipient shall not publish or otherwise disclose any information that identifies, or serves in conjunction with other disclosed information, to identify any individual participating in Work, unless the individual so identified gives his/her prior written consent.
- 2.13 Criminal Convictions. Sub recipient certifies that neither it nor any officer, director, partner or other managerial agent of Sub recipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Sub recipient further certifies that it is not barred from receiving a contract under 30 ILCS 500/50-10.5, and acknowledges that Winnebago County shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.14 Forced Labor Act. Sub recipient certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- 2.15 Illinois Use Tax. Sub recipient certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.16 Environmental Protection Act Violations. Sub recipient certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.17 Goods from Child Labor Act. Sub recipient certifies that no foreign-made equipment, materials, or supplies furnished under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

3. Criminal Disclosure

- 3.1. Mandatory Criminal Disclosures. Sub recipient shall continue to disclose to Winnebago County all violations of criminal law Involving fraud, bribery or gratuity violations potentially affecting this Agreement. *See* 30 ILCS 708/40. Additionally, if Sub recipient receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Agreement, Sub recipient must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

4. Unlawful Discrimination

- 4.1 Compliance with Nondiscrimination Laws. Sub recipient, its employees and Sub recipients under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
 - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
 - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
 - d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
 - e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
 - f) The Age Discrimination Act (42 USC 6101 *et seq.*).

5. Lobbying

- 5.1 Improper Influence. Sub recipient certifies that no grant funds have been paid or will be paid by or on behalf of Sub recipient to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Sub recipient certifies that it has filed the

required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 5.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 5.3 Lobbying Costs. Sub recipient certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 5.4 Procurement Lobbying. Sub recipient warrants and certifies that it and, to the best of its knowledge, its Sub recipients have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and Sub recipients from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.5 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

6. Maintenance and Accessibility of Records; Monitoring

- 6.1 Records Retention. Sub recipient shall maintain for three (3) years from the date of submission of the final expenditure report under this Agreement, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Agreement, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.
- 6.2 Accessibility of Records. Sub recipient shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Awarding Agency representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Awarding Agency's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by the Awarding Agency (including auditors), by the State

of Illinois, or by Federal statute. Sub recipient shall cooperate fully in any such audit or inquiry.

- 6.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described herein, shall establish a presumption in favor of Winnebago County for the recovery of any funds paid by Winnebago County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 6.4 Monitoring and Access to Information. Winnebago County must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved under the terms of the grant award. In turn, Winnebago County shall monitor the activities of Sub recipient to assure compliance with all requirements and performance expectations of this Agreement. Sub recipient shall timely submit all invoices, and financial and performance reports requested by Winnebago County, and shall supply, upon Winnebago County's request, documents and information relevant to this Agreement. Winnebago County may make site visits as warranted by program needs.
- 6.5 Failure to Comply with Reporting or Documentation Requests. Sub recipient's failure to comply with Winnebago County's reporting requirements or supporting documentation requests may result in the withholding of funds and may be considered a material breach of this Agreement.

7. Conflict of Interest.

- 7.1 Required Disclosures. Sub recipient must immediately disclose in writing any potential or actual Conflict of Interest to Winnebago County.
- 7.2 Prohibited Payments. Sub recipient agrees not to compensate, directly or indirectly, in connection with this Agreement any person: (a) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary (30 ILCS 500/50-13).

8. Equipment or Property

- 8.1 Prohibition and Disposition/Encumbrance During Performance Period. Sub recipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of equipment, material, or real property during the Performance Period without prior approval of Winnebago County.
- 8.2 Management and Disposition After Performance Period. Sub recipient must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property for which cost was supported by Grant Funds.
- 8.3 Insurance. Grantee shall maintain in full force and effect during the Performance Period of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to

cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.

- 8.4 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to the County for return to the Awarding Agency.

9. **Promotional Materials; Prior Notification**

- 9.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Sub recipient seeks to use funds under this Agreement, in whole or in part, to produce any written publications, announcements, reports, flyers, brochures or other written materials, Sub recipient shall obtain *prior* approval for the use of funds for that purpose and, if approved by Winnebago County, agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase *“This project was supported by Grant No. O-BJA-2021-94005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice’s Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”*
- 9.2 Prior Notification/Release of Information. Sub recipient agrees to notify Winnebago County twelve (12) days prior to issuing public announcements or press releases concerning Work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Winnebago County in joint or coordinated releases of information.



ORGANIZATION AND GRANT SPECIFIC INFORMATION	
Organization ("GRANTOR") Name: Winnebago County Address: 404 Elm Street Rockford, IL 61101	Organization ("SUBRECIPIENT") Name: Heartland Alliance Address: 208 S Lasalle Ste 1300 Chicago, IL 60604 EIN No.: 36-1877640 DUNS No.: 066186297 SAM Cage Code: 3V6B8 SAM CCR Expiration Date: 03/24/2022
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFDA No. and Title (if Federal): 16.609; Project Safe Neighborhoods	
CFSA No.: n/a	
Award Type: Federal	
Federal Award ID No. (if Federal): O-BJA-2021-94005	
Federal Award Date:	
Federal Agency (if Federal): Department of Justice, Bureau of Justice Assistance	
Sub award Period of Performance:	Total Maximum Amount Funded Under this Sub award Agreement: \$75,000.00
Project Title: Project Safe Neighborhoods, Fiscal Year 2021	
Agreement No.	

**AGREEMENT WITH HEARTLAND ALLIANCE
FOR PROJECT SAFE NEIGHBORHOODS FISCAL YEAR 2021**

This AGREEMENT (hereinafter "Agreement") is entered into this day of , 2021, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter "Grantor") and Heartland Alliance (hereinafter "Sub-recipient"). The County and Sub-recipient are collectively referred to herein as "Parties" or individually as a "Party".

RECITALS

WHEREAS, the County has been selected to act as Fiscal Agency by the Project Safe Neighborhood (PSN) Task Force of the United States Attorney's Office of the Northern District of Illinois and awarded funds through the United States Department of Justice; and

WHEREAS, Heartland Alliance has been selected by the PSN Task Force of the United States Attorney's Office Northern District of Illinois as recipient of Federal Fiscal Year 2021 Project Safe Neighborhoods funds; and

WHEREAS, Heartland Alliance agrees to implement Project Safe Neighborhoods, Federal Fiscal Year 2021, pursuant to the terms and provisions of this Agreement.

WHEREAS, it is the intent of the Parties to this Agreement to perform all of its applicable duties and responsibilities as provided within all of the attached Exhibits and made apart hereof, and as imposed by the Grantor and the laws of the State of Illinois.

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, the Parties agree to the following:

SECTION 1. OBJECTIVES OF PROJECT SAFE NEIGHBORHOODS FY 2021.

- A. Implement one or more effective strategies to prevent, respond to, and reduce violent crime.
- B. Support the specific activities and resource requirements of the PSN team with the goal of implementing the district's PSN strategy in collaboration with all relevant partners and stakeholders.

SECTION 2. ALLOCATION OF COST.

Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed \$75,000.00 dollars for the life of the Agreement starting from the date this Agreement is entered into until its expiration date identified in Section 5. Grantor will not be liable for or owe Sub recipient or any other entity for services that exceed the threshold without Grantor's written consent.

The Sub recipient shall submit invoices on a monthly basis in a format approved by the Grantor. Invoices shall include a signed, detailed accounting of activities and hours worked per individual as identified in the Scope of Work contained in Exhibit A. The Grantor shall not be liable for any services rendered outside those outlined in Exhibit A, including but not limited to services rendered by individuals not identified in the budget. Invoices shall be paid within 10 days of receipt of funds and the Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

SECTION 3. PARTIES' RESPONSIBILITIES.

- A. The County shall be Fiscal Agency, managing all fiscal matters on behalf of the PSN team and sub award recipients, including, but not limited to:
 - 1) Drawing down federal funds, as needed.
 - 2) Payments to each contractor or Sub recipient.
 - 3) Submitting Grant Adjustment Notices (GANs).
 - 4) Ensuring timely submission of reports.
 - 5) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules in the DOJ Grants Financial Guide.
- B. Heartland Alliance shall be responsible for implementing the work or other services described herein, according to documents listed below and incorporated herein. The Sub recipient is responsible for review of and compliance with each of the terms of this Agreement. The parties

agree that this Agreement shall include, as if fully set forth herein, the following component parts:

- 1) This document
- 2) Exhibit A – Scope of Work
- 3) Exhibit B – Budget Detail Worksheet/Narrative
- 4) Exhibit C – Performance Measures / Reporting
- 5) Exhibit D – Contacts
- 6) Exhibit E – Terms, Conditions, and Representations
- 7) Exhibit F – Award Letter / Special Conditions (*See Section 12 below*)

SECTION 4. DEFAULT.

A default in any of the provisions of this Agreement by either party may be cured upon written notice by the other party within thirty (30) days of receipt of such notice. The Parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. If a dispute is not resolved within sixty (60) days after the cure period, the Parties are free to pursue all legal and equitable remedies otherwise provided by law, unless a party elects to terminate the Agreement pursuant to Section 6.

SECTION 5: EFFECTIVE DATE AND TERM.

This Agreement shall be effective on _____, 2021 and remain in place for 12 (twelve) months, or unless otherwise terminated as provided in Section 6.

SECTION 6. TERMINATION.

This Agreement may be terminated at any time upon any party providing written notice on the other party of its intention to terminate the Agreement at least thirty (30) days prior to the effective date of termination.

SECTION 7. INDEMNIFICATION.

The County shall indemnify the Sub recipient for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the County, its agents, officers, or employees. The Sub recipient shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the Sub recipient, its agents, officers, or employees.

SECTION 8. ASSIGNMENT.

Neither party shall assign this Agreement without the prior written approval of the other party.

SECTION 9. AMENDMENTS.

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

SECTION 10. NOTICES.

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the COUNTY:

Winnebago County
Attn: Patrick Thompson, County Administrator
Winnebago County Administration Building
404 Elm Street
Rockford, Illinois 61101

If to HEARTLAND ALLIANCE:

Heartland Alliance READI Chicago
Attn: Marci Kresin, COO
208 S. LaSalle, Suite 1300
Chicago, IL 60604

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

SECTION 11. GOVERNING LAW.

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois.

SECTION 12. COMPLIANCE WITH LAWS.

The parties agree to comply with all applicable federal and state laws, statutes, and regulations. The Sub-recipient further agrees to comply with all applicable conditions and restrictions included in the OJP award, including but not limited to all “pass-through” requirements and Part 200 Uniform requirements.

SECTION 13. HEADINGS.

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

SECTION 14. SEVERABILITY.

If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

SECTION 15. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

SECTION 16. WAIVERS.

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

SECTION 17. AUTHORITY

The Grantor and Sub-recipient each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Grantor and Sub-recipient hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF WINNEBAGO, ILLINOIS

an Illinois body politic and corporate

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

Date: _____

ATTEST:

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

Date: _____

HEARTLAND ALLIANCE

Date: _____

ATTEST:

Date: _____

EXHIBIT A
SCOPE OF WORK STATEMENT

Heartland Alliance (“Sub recipient”), in accordance with its Agreement with Winnebago County (“Grantor”), shall perform the work (“Work”) which is laid out in the Scope of Work approved by the Project Safe Neighborhoods Task Force and the fiscal agency.

1. Provide summary of service, program, project to be supported or delivered by PSN funds, and how it will lead to a reduction in violent crime.
<p>PSN funds will contribute to Heartland Alliance’s new READI for Reentry Project, an expansion of READI Chicago, a community-based violence prevention program. The goal of the program is to reduce violence involvement and incarceration by identifying, engaging, and providing tailored pre- and post-release support to men who are at high risk for violence involvement. The program will target men who have violent, gun-related offenses, and who are 6-12 months from being released from prison to Chicago. Preference will be given to emerging adults (18-29) who indicate a high risk score on the Ohio Risk Assessment System (ORAS), which IDOC administers, and who have indicators of risk for gun violence involvement, such as violent offense conviction, gang affiliation, and past violence victimization. Each participant will receive the 6-month pre-release portion of the program at an IDOC correctional center, followed by 6 months of post-release services in Chicago. The program model integrates key components of READI Chicago’s successful violence reduction model with additional services that are evidence-based in the field of reentry. Program components will include a focus on assessment, reentry case planning, cognitive behavior interventions (CBI), employment supports (including job readiness sessions, career exploration, assignment of virtual training modules, job pathway alignment and interview preparation), and family and community reintegration supports. Post-release services will include one- time cash assistance upon release from prison and six months of engagement focused on case management and resource coordination, employment supports (including job search, application preparation, and retention coaching), and the continuation of CBI, support groups, and family engagement. These program elements are expected to reduce participants’ involvement in violent crime as they are drawn from the core elements of Heartland Alliance’s READI Chicago, which has demonstrated success at reducing participant arrests for homicides and shootings.</p>
2. If applicable, describe public awareness/community outreach activities under this program.
<p>Heartland Alliance has presented on READI for Reentry to potential employer partners, support service providers, and reentry stakeholders. Additionally, READI Chicago, where READI for Reentry will be housed, is launching a READI Chicago Community Organizing Team, collaborating with participants and their families to formulate strategies to advance public safety, trauma recovery, and criminal justice reform; and collaboratively and intentionally build and strengthen relationships with various public sector stakeholders to affect change. READI’s dedicated community organizers will advise on organizing strategies for effective campaigns related to systems change and train and support the mobilization team on organizing strategies. However, participants themselves will ultimately drive action toward systemic change on issues that directly impact their communities – informing the focus and priorities of organizing campaigns and activities, and recruiting and engaging stakeholders.</p>

3. Describe target population, include number served using PSN funds and eligibility requirements.

The program will target men who have violent, gun-related offenses, and who are 6-12 months from being released from prison to Chicago. Preference will be given to emerging adults (18-29) who indicate a high risk score on the Ohio Risk Assessment System (ORAS), which the Illinois Department of Correction (IDOC) administers, and who have indicators of risk for gun violence involvement, such as violent offense conviction, gang affiliation, and past violence victimization. While the program will be available to men returning to any part of Chicago, IDOC has agreed to give preference to men returning to CPD District 11. We also anticipate that a majority of participants will return to Districts 2, 10, 11, and 15, as these are the Districts that READI Chicago targets as they have the highest rate of gun violence (they also have among the highest rates of people returning from prison).

READI for Reentry seeks to enroll and provide services to up to 120 men during a three-year period with pre-release and post-release services, including enrollment of 60 men in Year 1. PSN funds will be used to hire the second prison-based Reentry Specialist, which will enable the program to enroll 30 additional participants from January 1, 2021 to December 31, 2022.

4. Describe program referral and intake process.

READI for Reentry will adapt READI Chicago's parole participant eligibility screening tool to a prison context. Its use by READI Chicago has resulted in referrals of parolees who are in the 93rd percentile among Chicagoans at risk for future gun violence perpetration or victimization. IDOC has committed to instructing its counselors across the prison system to use the screening tool to screen for READI for Reentry eligibility. Eligible men will be referred to READI for Reentry's Reentry Specialist, who will verify eligibility and will send a participant interest form and program description to the referral. When the Reentry Specialist receives the completed form, indicating that the participant is interested, the Reentry Specialist will notify a designated person at IDOC, who will arrange to transfer the man to the correctional center where programming is taking place (IDOC has committed to making these transfers). Once the participant arrives at the correctional center, the Reentry Specialist will conduct an Orientation with the participant, which will involve describing the program model and participant expectations, and assessing participant needs, strengths, employment/education history, and goals.

5. Describe in detail how each service will be provided.

Pre-release services (6 months at IDOC correctional center): READI for Reentry team will commit two Reentry Specialists to IDOC correctional center(s) to deliver in-person group cognitive behavior intervention and job readiness sessions; one-on-one reentry case planning and career exploration sessions; and assignment of self-paced virtual industry training, job readiness, and educational learning modules. Modules will be matched to individual aptitude and career goals. Case plans will track and monitor success and follow the participant into the community. With consent from the participant, the Reentry Specialists will also engage with participant family members to help them prepare to receive their loved one and support them in achieving their goals. IDOC will provide program computers and classroom space for participants.

Transitional Services: Continuity of care from prison to the community is crucial to the program design. The 6-month pre-release services provide establishment of long-term relationships and resources that follow the individual into Chicago. The Chicago-based Reentry Employment Navigator will meet with participants 30 days prior to release to finalize their reentry case plans and get to know each other. Plans will support the transition to the community by identifying immediate needs to be addressed within the first days of release, and by providing a preliminary schedule and resources for maintaining connection to READI for Reentry post-release.

Post-Release Services (6 months in Chicago): Post-release services will be initiated via a warm handoff between prison-based Reentry Specialist and Chicago-based Reentry Employment Navigator. The

Reentry Employment Navigator will then provide weekly post-release services, including CBI group session; weekly one-on-one workforce development and case management sessions, referrals to resources, and assistance with job search and applications. The Reentry Employment Navigator will also cultivate employers, identify industry requirements, and keep the prison-based staff abreast of employment opportunities and requirements in Chicago. Post-release individual services will occur remotely or in person, adopting the virtual services practices developed by READI Chicago. Since moving some of READI Chicago services online because of COVID-19, READI Chicago staff have provided regular remote check-ins and CBI; and participants have used online job readiness, financial, and computer training resources. Staff are now proficient in providing remote services; and the majority of participants will have access to a cell phone or the internet, which will also make remote services possible for them. HA's internal communications are secure and encrypted; and video conferencing is password protected and host moderated. The program will work with faith-based organizations for donated smart phones and laptops, which has proven successful in the past. Staff will use Salesforce database to upload case plans, record services, and document attendance.

6. Our PSN Task Force must use 30 percent of PSN funding to support the activities of gang task forces. If applicable, describe how your program assists in the reduction of gang activity.

Gang affiliation is one of the high risk indicators that make someone eligible for READI for Reentry. Therefore, many participants will have gang affiliations. READI for Reentry assists in the reduction of gang activity among its participants through its cognitive behavioral interventions (CBI) and employment supports. The CBI curriculum, which is derived from READI Chicago's experience delivering evidence-based CBI curricula to violence-involved participants, specifically addresses risky behaviors associated with gang activity, such as tools and role plays to identify and avoid risky peers and locations, dealing with anger and frustration, and applying cost benefit analysis and other CBI tools to risky situations. Additionally, the individualized employment supports help participants to set and work towards goals that are safe, pro-social, and productive. These supports help participants obtain sustainable employment, allowing them to support themselves and their families without turning to the street economy. Their relationship with READI for Reentry staff will help them honor their commitments and have a role model. Finally, participants who are eligible for and interested in joining READI Chicago will also have the opportunity to benefit from that violence reduction program upon release from prison.

Task	Staff Position or Person Responsible	Date Due
Coordinate with IDOC increase monthly referrals and intakes to achieve 30 new enrollments	Program Manager	1/15/22
Hire, train, and obtain security clearance for PSN-funded Reentry Specialist, and Chicago-based Reentry Employment Navigator	Program Manager	2/1/22
Deliver pre-release program inside prison	Reentry Specialist	2/15/22
Secure partnerships with service providers, employers, and education and training programs to receive participants exiting prison.	Reentry Employment Navigator	3/15/22

Submit monthly invoices	Heartland Alliance Finance Department	monthly; as contractually defined
Submit quarterly Periodic Financial Report	Heartland Alliance Finance Department	quarterly; as contractually defined
Submit quarterly data report	Heartland Alliance Finance Department	January 15 April 15 July 15 October 15
Complete all fiscal and programmatic closeout materials	Heartland Alliance Finance Department	01/15/2023

Scope Revisions: Subrecipient shall obtain prior approval from Winnebago County whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions shall be submitted in writing to Winnebago County for approval. All requests for Scope revisions that require Awarding Agency approval shall then be submitted by Winnebago County to the Awarding Agency for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Winnebago County and, when required, the Awarding Agency gives written approval. See 2 CFR 200.308.

EXHIBIT B

BUDGET and BUDGET NARRATIVE

Budget Detail - Year 1								
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training (DOJ Financial Guide, Section 3.10)								
A. Personnel								
Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
Add Personnel	Delete Selected	Salary	Rate	Time Worked (# of hours, days, months,	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
	Reentry Specialist	\$50,750.00	yearly	1	100%	\$50,750	\$0	\$50,750
Total(s)						\$50,750	\$0	\$50,750
Narrative		Add Additional Narrative Text Area						
<p>A. Salary: Budget - \$50,000 based on annual salary of \$50,000 with a 3% (\$750) increase from July 1, 2022. Employee will work 100% of the time on PSN. The Reentry Specialists will deliver R4R program pre-release at IDOC, including conducting case management (assessment, case planning, transition services, referrals for supportive services), providing individualized education and employment support, and facilitating cognitive behavior interventions and job readiness training.</p>								
B. Fringe Benefits								
Name <i>List each grant-supported position receiving fringe benefits.</i>		Computation <i>Show the basis for computation.</i>						
Add Benefit		Delete Selected		Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
Fringe Benefits				\$50,750.00	24.00%	\$12,180		\$12,180
Total(s)						\$12,180	\$0	\$12,180
Narrative		Add Additional Narrative Text						
<p>Budget: \$12,180 Heartland Alliance (FY22) benefit percentage of 24% times budgeted salary of \$50,750. 24% = FICA Tax 7.65% SUTA Tax 0.57% Workers' Compensation Insurance 0.71% LTD Insurance 0.50% Health Insurance 11.13% Life Insurance 0.21% Pension 3.00% STD Insurance 0.23%</p>								
I. Other Costs								
Description <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>		Computation <i>Show the basis for computation</i>						
Add Item		Delete Selected		Quantity	Basis	Cost	Length of Time	Total Cost
				Quantity	Basis	Cost	Length of Time	Total Cost
Telephone Expenses				1		\$42.00	1	\$42
Total(s)						\$42	\$0	\$42
Narrative		Add Additional Narrative						
Monthly cell phone expense for one month								

J. Indirect Costs					
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>			
<input type="button" value="Add Indirect Cost"/> <input type="button" value="Delete Selected"/>		Base	Indirect Cost Rate	Total Cost	Federal Request
Negotiated Indirect Cost Rate applied to Salaries and Fringe		\$62,972.29	0.191	\$12,028	\$12,028
Total(s)				\$12,028	\$12,028
Narrative		<input type="button" value="Add Additional Narrative Text"/>			
the Indirect cost rate is applied to Salaries of \$50,750 and Fringe Benefits of \$12,180 plus the Cell phone expense of \$42.30 at a rate of 19.1%					

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EXHIBIT C

PERFORMANCE MEASURES / REPORTING

Sub Recipient is required to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis. An example of performance indicators is available at [Project Safe Neighborhoods Program \(ojp.gov\)](https://ojp.gov). Additional measureable outcomes will be based on activities agreed upon in the sub recipient Scope of Work.

Sub Recipient will provide data to Grantor to indicate whether PSN programming and funded personnel / equipment is having the desired effect, restated here:

- 1) Reduced recidivism rates among PSN funded program participants;
- 2) Improved use of assessments and data to support more efficient and effective local violence reduction strategies;
- 3) Reduction in violent-crime arrests and juvenile justice involvement; and
- 4) Continued coordination and expansion of federal, state, and local law enforcement partner efforts.

Overall goal of your program: To reduce recidivism and violence involvement among men at highest risk of gun violence involvement exiting prison to Chicago		
<u>Process Objectives</u>	<u>Performance Measures</u>	<u>Projected</u> 01/01/2022- 12/31/2022
Documentation and record-keeping practices and protocols are developed and implemented.	<ul style="list-style-type: none"> - Documentation and Data Collection Standard Operation Procedure - Cloud-based database 	1/31/22
Full-time staff are trained and oriented in cognitive behavior intervention, Onboard Chicago Bridge training curricula, as well as trauma-informed, restorative justice, risk-needs-responsivity approach.	# of staff trained and oriented	1 staff
IDOC staff use validated assessment tools (ORAS and READI Chicago's validated eligibility screening tool) to identify and refer men at highest risk of gun violence involvement prior to transfer to IDOC correctional center.	<ul style="list-style-type: none"> - Referral and Transfer Standard Operating Procedure - READI for Reentry Eligibility Screening Tool 	1/1/22
Referral relationships with service providers, education programs/institutions, employment programs, and employers in Chicago are secured (for post-release participants).	<ul style="list-style-type: none"> - Partnerships with service providers - Partnerships with employers, education programs/institutions, and employment programs. 	4 employers and 4 programs

READI for Reentry staff deliver program model through a trauma-informed, restorative justice, risk-needs-responsivity approach.	- # of FTE READI for Reentry staff delivering program model	1 staff 2/1/22
Attend quarterly PSN Task Force meetings	# of PSN Task Force meetings attended	4 meetings
<u>Outcome Objectives</u>	<u>Performance Measures</u>	<u>Projected</u> 01/01/2021- 12/31/2021
Enroll 30 participants in READI for Reentry program	# of participants enrolled	30 participants by 12/31/22
Case management outcomes: 100% of participants complete a needs assessment, have reentry case plans upon release, and a coordinated referral to at least one provider	# of Needs Assessments completed # of participants with Reentry Case Plans when exiting prison # of participants receiving referral to a community-based provider	30 Needs Assessments 15 participants 15 participants
CBI outcomes include: 90% of participants still enrolled in R4R at time of release will have completed 48 CBI sessions	# of participants who have completed 48 CBI sessions	13 participants
Employment outcomes for participants still enrolled in R4R at time of release include: 90% complete job readiness training	# of participants who completed job readiness training	13 participants
Ninety percent of participant families or friends will receive at least 2 calls or visits.	# of participants families or friend receiving 2 phone calls	13 participants
Recidivism outcome is to reduce baseline rate of 29%.	# of participants remaining out of IDOC for 1 year post-release	0 participants will have been out for 1 year

Sub Recipient shall comply with all reporting, data collection and evaluation requirements, as prescribed by the grant awarding agency and Winnebago County following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Performance Measures	April 15th
April - June	Performance Measures, Narrative Questions	July 15th
July - September	Performance Measures	October 15th
October - December	Performance Measures, Narrative Questions	January 15th
Final Close Out	Performance Measures, Narrative Questions, Closeout Questions	15 days after grant end date

Note: If a due date falls on a weekend, report is due on the preceding Friday.

EXHIBIT D CONTACTS

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

Winnebago County Contacts	Sub recipient Contacts
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101 Telephone: (815) 319-4059 Email: mdokken@wincoil.us	<u>Administrative Contact (Reports)</u> Name: Marci Kresin Title: COO Address: 208 S. LaSalle, Suite 1300 Chicago, IL 60604 Telephone: 224-688-6466 Email: mkresin@heartlandalliance.org
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101 Telephone: (779) 707-0906 Email: pthompson@wincoil.us	<u>Program Contact</u> Name: Sophia Manuel Title: Sr. Program Manager Address: 208 S. LaSalle, Suite 1300 Chicago, IL 60604 Telephone: 201-220-7349 Email: smanuel@heartlandalliance.org
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101 Telephone: (815) 319-4059 Email: mdokken@wincoil.us	<u>Payments Sent to:</u> Name: Godwin Atoe Title: Senior Financial Analyst Address: 208 S. LaSalle, Suite 1300 Chicago, IL 60604 Telephone: 708-297-1502 Email: gatoe@heartlandalliance.org

EXHIBIT E
TERMS, CONDITIONS, AND REPRESENTATIONS

1. Representations

- 1.1 Compliance with Internal Revenue Code. Sub recipient certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- 1.2 Compliance with Uniform Grant Rules (2 CFR Part 200). Sub recipient certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).
- 1.3 Compliance with Registration Requirements. Sub recipient certifies that it (i) is registered with the Federal System for Award Management (SAM); (ii) is in good standing with the Illinois Secretary of State, if applicable; and (iii) has a valid DUNS number. It is Sub recipient's responsibility to remain current with these registrations and requirements. If Sub recipient's status with regard to any of these requirements change, Sub recipient must notify Winnebago County in writing immediately.

2. Certifications

Sub recipient, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Sub recipient and/or the Work performed under this Agreement:

- 2.1 Bribery. Sub recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.2 Bid Rigging. Sub recipient certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.3 Debt to State. Sub recipient certifies that neither it, nor its affiliate(s), is/are barred from receiving a contract or award because Sub recipient, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Sub recipient, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Sub recipient acknowledges Winnebago County may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.4 Dues and Fees. Sub recipient certifies that it is not prohibited from receiving a contract or award because it pays dues or fees on behalf of its employees or agents, or subsidizes

or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

- 2.5 Pro-Children Act. Sub recipient certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 2.6 Drug-Free Work Place. If Sub recipient is not an individual, Sub recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Sub recipient is an individual and this Agreement is valued at more than \$5,000, Sub recipient certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Sub recipient further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 2.7 Debarment. Sub recipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency pursuant to 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- 2.8 Non-procurement Debarment and Suspension. Sub recipient certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- 2.9 Clean Air and Water. Contracts (and subrecipients) exceeding \$150,000.00, must contain a provision requiring the contractor (or subrecipients) to agree to comply with all requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*), and the Clean Water Act [Federal Water Pollution Control Act] as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA). Reference: Part 200 Appendix II(G)
- 2.10 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.

- 2.11 Health Insurance Portability and Accountability Act. Sub recipient certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Sub recipient shall maintain, for a minimum of six (6) years, all protected health information.
- 2.12 Human Subjects Research. Sub recipient agrees to comply with all federal and state laws regarding the conduct of research involving human subjects. Sub recipient shall not publish or otherwise disclose any information that identifies, or serves in conjunction with other disclosed information, to identify any individual participating in Work, unless the individual so identified gives his/her prior written consent.
- 2.13 Criminal Convictions. Sub recipient certifies that neither it nor any officer, director, partner or other managerial agent of Sub recipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Sub recipient further certifies that it is not barred from receiving a contract under 30 ILCS 500/50-10.5, and acknowledges that Winnebago County shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.14 Forced Labor Act. Sub recipient certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- 2.15 Illinois Use Tax. Sub recipient certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.16 Environmental Protection Act Violations. Sub recipient certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.17 Goods from Child Labor Act. Sub recipient certifies that no foreign-made equipment, materials, or supplies furnished under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

3. Criminal Disclosure

- 3.1. Mandatory Criminal Disclosures. Sub recipient shall continue to disclose to Winnebago County all violations of criminal law Involving fraud, bribery or gratuity violations potentially affecting this Agreement. *See* 30 ILCS 708/40. Additionally, if Sub recipient receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Agreement, Sub recipient must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

4. Unlawful Discrimination

- 4.1 Compliance with Nondiscrimination Laws. Sub recipient, its employees and Sub recipients under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
 - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
 - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
 - d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
 - e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
 - f) The Age Discrimination Act (42 USC 6101 *et seq.*).

5. Lobbying

- 5.1 Improper Influence. Sub recipient certifies that no grant funds have been paid or will be paid by or on behalf of Sub recipient to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Sub recipient certifies that it has filed the

required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 5.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 5.3 Lobbying Costs. Sub recipient certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 5.4 Procurement Lobbying. Sub recipient warrants and certifies that it and, to the best of its knowledge, its Sub recipients have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and Sub recipients from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.5 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

6. Maintenance and Accessibility of Records; Monitoring

- 6.1 Records Retention. Sub recipient shall maintain for three (3) years from the date of submission of the final expenditure report under this Agreement, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Agreement, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.
- 6.2 Accessibility of Records. Sub recipient shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Awarding Agency representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Awarding Agency's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by the Awarding Agency (including auditors), by the State

of Illinois, or by Federal statute. Sub recipient shall cooperate fully in any such audit or inquiry.

- 6.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described herein, shall establish a presumption in favor of Winnebago County for the recovery of any funds paid by Winnebago County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 6.4 Monitoring and Access to Information. Winnebago County must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved under the terms of the grant award. In turn, Winnebago County shall monitor the activities of Sub recipient to assure compliance with all requirements and performance expectations of this Agreement. Sub recipient shall timely submit all invoices, and financial and performance reports requested by Winnebago County, and shall supply, upon Winnebago County's request, documents and information relevant to this Agreement. Winnebago County may make site visits as warranted by program needs.
- 6.5 Failure to Comply with Reporting or Documentation Requests. Sub recipient's failure to comply with Winnebago County's reporting requirements or supporting documentation requests may result in the withholding of funds and may be considered a material breach of this Agreement.

7. Conflict of Interest.

- 7.1 Required Disclosures. Sub recipient must immediately disclose in writing any potential or actual Conflict of Interest to Winnebago County.
- 7.2 Prohibited Payments. Sub recipient agrees not to compensate, directly or indirectly, in connection with this Agreement any person: (a) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary (30 ILCS 500/50-13).

8. Equipment or Property

- 8.1 Prohibition and Disposition/Encumbrance During Performance Period. Sub recipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of equipment, material, or real property during the Performance Period without prior approval of Winnebago County.
- 8.2 Management and Disposition After Performance Period. Sub recipient must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property for which cost was supported by Grant Funds.
- 8.3 Insurance. Grantee shall maintain in full force and effect during the Performance Period of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to

cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.

- 8.4 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to the County for return to the Awarding Agency.

9. **Promotional Materials; Prior Notification**

- 9.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Sub recipient seeks to use funds under this Agreement, in whole or in part, to produce any written publications, announcements, reports, flyers, brochures or other written materials, Sub recipient shall obtain *prior* approval for the use of funds for that purpose and, if approved by Winnebago County, agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “*This project was supported by Grant No. O-BJA-2021-94005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice’s Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.*”
- 9.2 Prior Notification/Release of Information. Sub recipient agrees to notify Winnebago County twelve (12) days prior to issuing public announcements or press releases concerning Work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Winnebago County in joint or coordinated releases of information.