

PUBLIC SAFETY and JUDICIARY COMMITTEE AGENDA

Called by: Brad Lindmark, Chairman
Members: Aaron Booker, Jean
Crosby, Tim Nabors, Angie Goral,
Kevin McCarthy, Chris Scrol

DATE: WEDNESDAY, MAY 17, 2023
TIME: 5:30 PM
LOCATION: ROOM 510
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of April 19, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail
- F. Resolution Authorizing Execution of a First Amendment to the ARP Subrecipient Agreement by and Between the County of Winnebago, Illinois and Marshmallow’s Hope
- G. Long Term Planning and Capital Needs at the Juvenile Detention Center
- H. Resolution to Extend Project Safe Neighborhoods Agreement
- I. Future Agenda Items
- J. Adjournment

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

Wednesday, April 19, 2023
5:30 PM

Present:

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

Others Present:

Marlana Dokken, Director, Chairman's Office of
Criminal Justice Initiatives
Rick Ciganek, Winnebago County Sheriff's Office
Brett Frazier, Animal Services
Melinda Macias, Purchasing Specialist
Keith McDonald, County Board Member
John Sweeney, County Board Member
Jim Webster, County Board Member

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of February 15 and March 15, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Awarding Sheriff's Vehicles Automotive Maintenance Bid
- F. Resolution Awarding Shelter Program for Veterinary Supplies
- G. Resolution to Approve Purchase of Animal Enclosure Equipment and Installation Services for Building Project
- H. Resolution Authorizing Execution of a Contract with the Summerill Law Firm, PLLC to Submit an Application and Negotiate Per Diem for Housing Federal Detainees in the Winnebago County Jail
- I. Discussion – Purchase of Vehicles for Sheriff's Department with CIP PSST 2023 Funds
- J. Future Agenda Items
- K. Adjournment

Call to Order

Chairperson Lindmark called the meeting to order at 5:30 PM.

Roll Call

Chairperson Lindmark yes, Ms. Crosby yes, Vice Chairperson Booker yes, Mr. Scrol yes, Ms. Goral yes, Mr. McCarthy yes, Mr. Nabors (yes, arrived at 5:35 pm).

Approval of February 15 and March 15, 2023 Minutes

Motion: Ms. Goral. Second: Ms. Crosby.

Motion passed by unanimous voice vote.

Public Comment

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

Resolution Awarding Sheriff's Vehicles Automotive Maintenance Bid

Motion: Mr. McCarthy. Second: Ms. Crosby

Motion passed by unanimous voice vote.

Resolution Awarding Shelter Program for Veterinary Supplies

Motion: Mr. Scrol. Second: Mr. Booker.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution to Approve Purchase of Animal Enclosure Equipment and Installation Services for Building Project

Motion: Ms. Crosby. Second: Mr. Scrol.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing Execution of a Contract with the Summerill Law Firm, PLLC to Submit an Application and Negotiate Per Diem for Housing Federal Detainees in the Winnebago County Jail

Motion: Ms. Crosby. Second: Mr. Booker.

- Discussion followed.

Motion passed by unanimous voice vote.

Discussion – Purchase of Vehicles for Sheriff's Department with CIP PSST 2023 Funds

Discussion took place on the purchase request for vehicles for the Sheriff's Department.

Future Agenda Items

None reported.

Adjournment

Motion: Ms. Goral. Second: Mr. Scrol.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant



Resolution Executive Summary

Prepared By: Purchasing on behalf of the WCSO
Committee: Public Safety and Judiciary Committee
Committee Date: May 17, 2023
Resolution Title: Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail
Board Meeting Date: May 25, 2023

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 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 #5 addresses the following:

- 1. Section 3. Term** is hereby modified as follows: a. The term of the Agreement is hereby extended for one (1) year from March 30, 2024, to March 30, 2025. This Agreement shall not be further renewed.
- 2.** As soon as reasonably practicable from the Effective Date of this Amendment, Company shall implement mail scanning services.
- 3. Service Schedule - Enhanced Services – IP-Enabled Tablets, Section 7, Enhanced Services and Accessories,** is hereby modified to add the following: a. (j) Mail scanning solution. There is no charge to the Premises Provider for mail scanning services.
- 4. Service Schedule - Enhanced Services – IP-Enabled Tablets, Section 7, Enhanced Services and Accessories (c) Video Visitation Services,** is hereby deleted in entirety and replaced with the following: a. (c) Video Visitation Services: 15 minutes free of local visitation per week. \$0.25 per minutes after 15 free minutes per week of local visitation has been exhausted. Subject to Illinois Department of Corrections Jail Standards.

Recommendation: Captain Engler recommends approval of GTL’s Amendment 5.

Contract/Agreement: Amendment 5 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 5 for signatures.

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

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

2023 CR

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

WHEREAS, since 2018, Global Tel*Link Corporation (GTL) has provided, under contract with the County, telecommunication services to the inmates of the Winnebago County Jail; and,

WHEREAS, the County and GTL have agreed to amend the Telecommunication Services contract agreement with the County Jail; and,

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

INMATE COMMISSARY ACCOUNT

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized and directed to, on behalf of the County of Winnebago, execute agreement Amendment 5 with Global Tel*Link Corporation.

BE IT FURTHER RESOLVED, that any agreement entered into, pursuant to the authority granted in this Resolution, shall contain substantially the same terms as those contained in the Amendment which is attached hereto as "Resolution Exhibit A".

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 Captain of Corrections, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

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

ATTESTED BY:

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

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

AMENDMENT # 05 TO MASTER SERVICES AGREEMENT

This Amendment # 5 (“Amendment”) takes effect as of the date signed by all parties listed in this preamble (“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 d/b/a ViaPath Technologies with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the “Company”), and the 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 Parties have agreed to amend the Agreement, as further described below; and

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:

1. **Section 3. Term** is hereby modified as follows:
 - a. The term of the Agreement is hereby extended for one (1) year from March 30, 2024, to March 30, 2025. This Agreement shall not be further renewed.
2. As soon as reasonably practicable from the Effective Date of this Amendment, Company shall implement the following mail scanning services.
 - a. **Service Schedule - Enhanced Services – IP-Enabled Tablets, Section 2, Definitions, “Enhanced Services”** is hereby modified to add, “mail scanning services” to the definition.
 - b. **Service Schedule - Enhanced Services – IP-Enabled Tablets, Section 6 Tablets, a. Enhanced Services** is modified as follows: the following paragraph v is added:
 - v. **Mail Scanning Solution:** At the Premise Provider’s request, the Company agrees to scan inmate mail into electronic format that the facility can then deliver electronically to the original inmate recipient. The inmates’ mail will be directed to a mail scanning location designated by Company, where such inmates’ mail will be opened, scanned, and delivered electronically to the Premises Provider and/or Company, for delivery via the Tablets to the inmates. The Premises Provider will provide instructions to those desiring to send mail to inmates, on the address to send the mail, and other information for delivery. The Parties agree that any rule, regulation, statute, or court order, or other change mandated by any federal, state, or local authority which may interfere with, materially alter, or adversely affect Company’s rights or obligations related to Mail Scanning under this Agreement, shall require the Parties to enter into good faith negotiations to renegotiate the terms of this Mail Scanning service. Any additional costs to Company resulting from changes mandated by federal, state, or local authorities shall be reimbursed to Company by Premise Provider until such time that a new agreement on the terms of the Mail Scanning service is reached. Should the parties fail to agree on new terms for the Mail Scanning service, the Company shall be released from any and all further obligation to the Premises Provider to provide the Mail Scanning service. Any changes to the Mail Scanning service do not affect the Parties’ rights and obligations under the rest of this Agreement.

- c. **Service Schedule - Enhanced Services – IP-Enabled Tablets, Section 6, Tablets, c. Premises Provider Obligations**, is hereby modified to add the following requirement:
 - v. (14) prescribe the location for friends and family to send US mail to inmates to the designated mail scanning facility and exclude any legal mail from being sent, and to provide the requested authorization to Company for opening and scanning of the mail (excluding legal mail).

- 3. **Service Schedule - Enhanced Services – IP-Enabled Tablets, Section 7, Enhanced Services and Accessories**, is hereby modified to add the following:
 - a. (j) Mail scanning solution. There is no charge to the Premises Provider for mail scanning services.

- 4. **Service Schedule - Enhanced Services – IP-Enabled Tablets, Section 7, Enhanced Services and Accessories (c) Video Visitation Services**, is hereby deleted in entirety and replaced with the following:
 - a. (c) Video Visitation Services: 15 minutes free of local visitation per week. \$0.25 per minutes after 15 free minutes per week of local visitation has been exhausted. Subject to Illinois Department of Corrections Jail Standards.

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
d/b/a ViaPath Technologies

Premises Provider
County of Winnebago

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

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

Winnebago County Sheriff's Office

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



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: May 17, 2023
Resolution Title: Resolution Authorizing Execution of a First Amendment to the ARP Subrecipient Agreement by and Between the County of Winnebago, Illinois and Marshmallow's Hope
County Code: N/A
Board Meeting Date: May 25, 2023

Budget Information:

Was item budgeted? N/A	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: 61300	Budget Impact: N/A

Background Information: Marshmallow's HOPE HERO Mentors program provides counseling, and one-on-one mentorship to at-risk youth living with suicidal ideations ages 9-19 and their families as described in the original agreement. Marshmallow's Hope is seeking an amendment to include at-risk emerging adults youth ages 20-26 living with suicidal ideations as a result of needs evolving since implementation. This Amendment will not affect the current youth services as stated in the original Agreement; and will increase services for at-risk emerging adults youth ages 20-26 living with suicidal ideations, and suicide survivor families.

Recommendation: Amend 2022 CR 110 as requested.
Contract/Agreement: Original Agreement Attached.
Legal Review: The State's Attorney's Office has reviewed and approved the amendment.
Follow-Up: N/A

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

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

2023 CR

**RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE ARP
SUBRECIPIENT AGREEMENT BY AND BETWEEN THE COUNTY OF WINNEBAGO,
ILLINOIS AND MARSHMALLOW’S HOPE**

WHEREAS, on September 8, 2022, the County of Winnebago, Illinois (the “County”) and Marshmallow’s Hope entered into an ARP Subrecipient Agreement (the “Agreement”) (2022-CR-110), to set forth the obligations of the Parties related to the County pledging a portion of its Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) revenue in support of at-risk youth ages 9-19 living with suicidal ideations and suicide survivor families; and

WHEREAS, since implementation, the agency has received multiple requests for services from the emerging adult population; and

WHEREAS, Marshmallow’s Hope is seeking an amendment to the original Agreement to use funds to also serve the at-risk emerging adults youth ages 20-26 living with suicidal ideations and suicide survivor families; and

WHEREAS, the County and Marshmallow’s Hope acknowledge and mutually agree that this Amendment will not affect the current youth services as stated in the original Agreement; and will increase services for at-risk emerging adults ages 20-26 living with suicidal ideations and suicide survivor families; and

WHEREAS, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the amendment for the aforementioned request and recommends approval.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the First Amendment to the ARP Subrecipient Agreement by and between the County of Winnebago, Illinois and Marshmallow’s Hope, in substantially the same form as that set forth in Exhibit A, attached hereto.

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

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

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

ATTESTED BY:

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

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

FIRST AMENDMENT TO THE ARP SUBRECIPIENT AGREEMENT BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND MARSHMALLOW'S HOPE

This FIRST AMENDMENT (“Amendment”) is made and entered into by and between the County of Winnebago, Illinois (the “County”) and Marshmallow’s Hope. The County and Marshmallow’s Hope are collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS, on September 8, 2022, the County and Marshmallow’s Hope entered into an ARP Subrecipient Agreement (the “Agreement”) (2022-CR-110), to set forth the obligations of the Parties related to the County pledging a portion of its Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) revenue in support of at-risk youth ages 9-19 living with suicidal ideations and suicide survivor families; and

WHEREAS, Marshmallow’s Hope has submitted a request to the County seeking an amendment to the original Agreement due to needs identified since implementation; and

WHEREAS, the Parties acknowledge and mutually agree that this Amendment will not affect the current youth services as stated in the original Agreement; and will increase services for at-risk emerging adults ages 20-26 living with suicidal ideations, and suicide survivor families.

NOW, THEREFORE, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

I. **Exhibit B, Scope of Work, Section 1**, shall be modified to read as follows:

Marshmallow’s HOPE serves at-risk youth ages 9-19, emerging adults ages 20 - 26 living with suicidal ideations, and suicide survivor families. The four pillars of the program include 1) mentoring, 2) counseling, 3) family support, and 4) survivor support.

Marshmallow’s HOPE HERO Mentors program is a one-on-one mentorship program serving at-risk youth ages 9-19 living with suicidal ideations. The program is designed to be combined with at-risk adult populations, such as first responders, and is a dual suicide prevention effort for both the youth and at-risk adults in Winnebago County. One-on-one counseling is provided to youth, as well as emerging adults, ages 20 – 26.

II. **Exhibit B, Scope of Work, Section 2**, shall be modified, keeping the original text and adding the following:

Emerging adults ages 20-26 will be referred to the Counselor by Marshmallow’s Hope staff member who has been identified as needing a mental health assessment. The initial mental health assessment will be a research based bio-psycho-social assessment to begin developing mental health plan of care. During the initial assessment each emerging adult will complete GAD-7 (anxiety screening tool), PHQ-9 (depression screening tool) and assessment for adverse experiences. Appropriate releases for

consent of information will be signed for ongoing collaborative relationship with outside agencies.

After the referral is placed and received, an initial mental health assessment will be completed. Based upon the assessment, recommendations will be made for initial counseling, outside support services in the community, or recommendation for higher level of care in the community or in the surrounding area.

If the assessments conclude immediate counseling is appropriate, the contracted counselor will implement a variety of psycho-social models based on continuous assessment. Different therapeutic therapies that may be used would include, but are not limited to: Cognitive-Behavioral therapy, Mindfulness, Cognitive therapy, Seeking Safety Framework, Solution-Focused Therapy and group therapy.

III. **Exhibit B, Scope of Work, Performance Measures/Standards**, shall be modified, keeping the original text regarding ages 9 – 19 and adding the following representing ages 20 - 26:

<u>Objectives</u>	<u>Performance Measures</u>	<u>Projected</u> <u>10/01/2022-</u> <u>09/30/2023</u>	<u>Projected</u> <u>10/01/2023-</u> <u>09/30/2024</u>
Intake Survey of all participants	# At risk for suicide	34	52
Mid-program survey	# suicidal ideations diminished	32	49
Exit Survey	# suicidal ideations diminished at exit	30	45
Marshmallow’s HOPE app daily interaction	# emerging adults interacting daily	25	37
Emerging Adults Assessed for behavioral health needs	# emerging adults assessed	34	52
Two (2) Group Sessions (90-minutes) weekly	# emerging adults participating in weekly group	34	52
Individual Counseling (30–60-minute sessions) weekly	# emerging adults requiring immediate counseling	32	49

Except as modified by this Amendment, all other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the ____ day of _____, 2023.

MARSHMALLOW’S HOPE CORP.

COUNTY OF WINNEBAGO, ILLINOIS

Laura Kane
Executive Director
Date: _____

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: _____

ARP SUBRECIPIENT AGREEMENT

By and Between
THE COUNTY OF WINNEBAGO, ILLINOIS
and
MARSHMALLOW'S HOPE
FOR AMERICAN RESCUE PLAN ACT ("ARP") FUNDS

THIS ARP SUBRECIPIENT AGREEMENT (hereinafter "AGREEMENT") is made by and between the County of Winnebago, Illinois, a body politic and corporate (hereinafter "COUNTY"), and MARSHMALLOW'S HOPE (hereinafter "RECIPIENT").

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter "ARP"); and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter "US TREASURY") published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") to be disseminated to local governments in accordance with the ARP; and

WHEREAS, the grand total allocation of SLFRF funds to the COUNTY, as published by the US TREASURY, is \$54,886,298.00; and

WHEREAS, the COUNTY received the first fifty percent (50%) of its SLFRF allocation (\$27,443,149.00) on May 15, 2021 and the second allocation on June 9, 2022; and

WHEREAS, the RECIPIENT, submitted a written request to the COUNTY on May 4, 2022 for two-hundred eighty-eight thousand dollars (\$288,000.00) in COVID-19 relief funds to provide economic assistance to a nonprofit organization impacted by COVID-19; and

WHEREAS, the COUNTY intends to allocate a portion of its SLFRF funds to MARSHMALLOW'S HOPE within Winnebago County, Illinois that has suffered negative economic impacts as a result of the COVID-19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of SLFRF funds; and

WHEREAS, under section 602(c)(3) of the ARP, the COUNTY may transfer funds to a private nonprofit entity for the purpose of meeting ARP's goals; and

WHEREAS, in an effort to provide additional guidance regarding the eligible uses of SLFRF funds, the US TREASURY published a document containing answers to Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds as of July 19, 2021 (hereinafter "FAQ"); and

WHEREAS, during their regular public meeting on September 8, 2022, the County Board of Winnebago County, Illinois (hereinafter “BOARD”) approved the aforementioned request from the RECIPIENT subject to all federal, state, and local guidelines regarding the usage of SLFRF funds, including any contractual guidelines set forth by the BOARD, as well as any audit requirements; and

WHEREAS, the COUNTY and RECIPIENT desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated by the COUNTY in writing.

- 2. GRAND TOTAL SLFRF FUNDS TO BE DISSEMINATED TO RECIPIENT** The grand total sub award of SLFRF funds to be disseminated by the COUNTY to the RECIPIENT as part of this Agreement shall not exceed two-hundred eighty-eight thousand dollars (\$288,000.00) as laid out in Exhibit A, for the work identified in Exhibit B.

3. LIMITATIONS REGARDING THE USE OF SLFRF FUNDS

The RECIPIENT shall ensure that all expenditures utilizing SLFRF funds received in accordance with this Agreement shall be limited to only those eligible services outlined in Section 602 (c) (3) of the US TREASURY ARP FAQ, which states that:

Under section 602(c)(3) of the Social Security Act, a State, territory, or Tribal government may transfer funds to a “private nonprofit organization . . . , a Tribal organization . . . , a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government.” Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations). The interim final rule clarified that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive, and the final rule clarified that recipients may transfer funds to any entity to carry out, as a subrecipient, an eligible activity on behalf of the SLFRF recipient (transferor), as long as they comply with the SLFRF Award Terms and Conditions and other applicable requirements. A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be considered a subrecipient and will be expected to comply with all subrecipient reporting requirements. Additionally, a recipient can provide funds to an entity, including a nonprofit organization, for the purpose of directly benefitting the entity as a result of the entity experiencing a public health impact or negative economic impact of the pandemic. In this instance, these entities will be considered beneficiaries, not subrecipients, and will not be expected to comply with subrecipient reporting requirements. Beneficiary reporting requirements will apply.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARP

In order to ensure compliance with the existing ARP guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the RECIPIENT, when requesting reimbursement for eligible ARP expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide

any backup documentation to support such expenditures. Said invoice must include a statement, signed by the RECIPIENT, indicating that all expenditures therein comport with the guidelines of the ARP as set forth by the US TREASURY. Reimbursement requests shall be submitted to the COUNTY no more than once per month. No reimbursement requests may be submitted to the COUNTY after December 31, 2024.

5. **TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT**

Upon receipt of the RECIPIENT's complete reimbursement request, the COUNTY shall disseminate funds for all eligible ARP expenditures therein within twenty (20) days of receipt of said reimbursement request. The dissemination of SLFRF funds shall only occur after the COUNTY reviews the RECIPIENT's reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of SLFRF funds as specified in the ARP. All payments from the COUNTY to the RECIPIENT are contingent on the availability of SLFRF funds to the COUNTY, and further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARP.

6. **EVOLUTION OF ARP GUIDANCE FROM THE US TREASURY**

The COUNTY may request additional information from the RECIPIENT, as needed, to meet any additional guidelines regarding the use of SLFRF funds that may be established by the US TREASURY during the scope of this Agreement.

7. **TERMINATION**

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior written notice to the RECIPIENT.

8. **INDEPENDENT CONTRACTOR**

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The RECIPIENT shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

9. **HOLD HARMLESS AND INDEMNIFICATION**

The RECIPIENT agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents and representatives harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the RECIPIENT, its officers, directors, employees, and/or agents relating to the RECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

10. **COMPLIANCE WITH LAWS AND GUIDELINES**

The RECIPIENT shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARP.

11. MAINTENANCE AND AUDIT OF RECORDS

The RECIPIENT shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, and the US TREASURY for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the RECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

RECIPIENT

Marshmallow's Hope
Attn: Richard Foster, Board President
10283 Tybow Trail
Roscoe, IL 61073

COUNTY

Winnebago County Administration Building
Attn: Patrick Thompson, County Administrator
404 Elm Street
Rockford, Illinois 61101

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation

Indemnification and Maintenance and Audit of Records.

17. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

18. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Illinois, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois.

19. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The RECIPIENT shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARP funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color,

national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

25. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

26. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

COUNTY OF WINNEBAGO, ILLINOIS
a body politic and corporate

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

Date: 9/25/2022

ATTEST:

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

Date: 09/26/2022

RECIPIENT

Kare

Date: 9/21/22

EXHIBIT A

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
(DOJ Financial Guide, Section 3.10)

A. Personnel

Name		Position		Computation				
<i>List each name, if known.</i>		<i>List each position, if known.</i>		<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, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
		\$50,000.00	yearly	1	100%	\$50,000		\$50,000
		\$25,250.00	yearly	1	100%	\$25,250		\$25,250
Total(s)						\$75,250	\$0	\$75,250

Narrative

Add Additional Narrative Text Area

Funding will support the salary of a full-time Program Coordinator and a Part-time Assistan Program coordinator to act as the point of first contact, address individual and family needs at crisis and beyond, recruit and train mentors, facilitate background checks and mentor trainings, and evaluate program outcomes. Because suicide, mental illness, and trauma, do not follow an 8-5 schedule, Program Coordinator hours are catered around the needs of individuals and their families. As such, the mentorship program operates around the needs of individuals, mentors and parents work out availability which includes evening and weekends. Our partner therapists offer counseling from 8-7pm Monday - Friday, and on Saturdays. This proposal will address the Community Support System Framework areas of mental health treatment, and family and community support, in alignment with the Strategic Plan, these needs will be met through assessments, groups, and one-on-one counseling.

B. Fringe Benefits

Name		Computation				
<i>List each grant-supported position receiving fringe benefits.</i>		<i>Show the basis for computation.</i>				
Add Benefit	Delete Selected	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
		\$50,000.00	7.65%	\$3,825		\$3,825
		\$50,000.00	3.53%	\$1,763		\$1,763
		\$25,250.00	7.65%	\$1,932		\$1,932
		\$25,250.00	3.53%	\$892		\$892
Total(s)				\$8,412	\$0	\$8,412

Narrative

Add Additional Narrative Text

Fringe benefits for FT and PT staff.

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
Portable Projector Screen		1	\$400.00	\$400		\$400
Laptop, mouse, laptop case, cords		1	\$1,800.00	\$1,800		\$1,800
Software, Adobe or better		1	\$406.00	\$406		\$406
Ipad + Ipad accessories		1	\$900.00	\$900		\$900
Cell Phone		1	\$700.00	\$700		\$700
Office Supplies and support material		1	\$5,000.00	\$5,000		\$5,000
Operation Expense: Insurance		1	\$5,000.00	\$5,000		\$5,000
Total(s)				\$14,206	\$0	\$14,206
Narrative		Add Additional Narrative Text				
Office Supplies and support material for suicide survivors, families, staff and mentors includes: portable projectors for trainings, laptop or ipad, welcome packets for mentors and participants, parent handout material, grief support books.						
Operational Expenses: Insurance						

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>							
Add Item	Delete Selected			Total Cost	Non-Federal Contribution	Federal Request			
Contracted Counselor	Provide mental health assessments, treatment			\$50,000		\$50,000			
Total(s)				\$50,000	\$0	\$50,000			
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>						
Add Travel Expense	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							
Contracted mental health Counselor to provide assessments, one-on-one, and group.									

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		Position		Computation				
<i>List each name, if known.</i>		<i>List each position, if known.</i>		<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
		\$50,000.00	yearly	1	100%	\$50,000		\$50,000
		\$25,800.00	yearly	1	100%	\$25,800		\$25,800
Total(s)						\$75,800	\$0	\$75,800

Narrative

Add Additional Narrative Text Area

Same as year one, offering an increase in salary for PT Asst. Coordinator.

B. Fringe Benefits

Name		Computation				
<i>List each grant-supported position receiving fringe benefits.</i>		<i>Show the basis for computation.</i>				
Add Benefit	Delete Selected	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
		\$50,000.00	7.65%	\$3,825		\$3,825
		\$50,000.00	3.53%	\$1,763		\$1,763
		\$25,800.00	7.65%	\$1,974		\$1,974
		\$25,800.00	3.53%	\$911		\$911
Total(s)				\$8,473	\$0	\$8,473

Narrative

Add Additional Narrative Text

Fringe benefits for FT and PT staff.

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
		1	\$859.00	\$859		\$859
		1	\$5,000.00	\$5,000		\$5,000
				\$0		\$0
Total(s)				\$5,859	\$0	\$5,859

Narrative

Add Additional Narrative Text

Office Supplies and support material for suicide survivors, families, staff and mentors includes: portable projectors for trainings, laptop or ipad, welcome packets for mentors and participants, parent handout material, grief support books.
Operational Expenses: insurance

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>Do you want to use 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		
Contracted Counselor		Provide mental health assessment, treatment				\$50,000			\$50,000		
Total(s)						\$50,000		\$0	\$50,000		
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 travelling.</i>					
Add Travel Expense		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									
Contracted mental health Counselor to provide assessments, one-on-one, and group.											

Budget Summary											
<i>Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.</i>											
Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$75,250	\$0	\$75,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$151,050
B. Fringe Benefits	\$8,412	\$0	\$8,473	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,885
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$14,206	\$0	\$5,859	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,065
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$147,868	\$0	\$140,132	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$288,000
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$147,868	\$0	\$140,132	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$288,000



EXHIBIT B

ORGANIZATION AND GRANT SPECIFIC INFORMATION	
Organization (“GRANTOR”) Name: Winnebago County Address: 404 Elm Street Rockford, IL 61101	Organization (“SUBRECIPIENT”) Name: Marshmallow’s Hope Nonprofit Organization Corp. Address: 1280 S. Alpine Rd. Rockford, IL 61108 EIN No.: 85-3140746 UEI: YATLD988F377 SAM Cage Code: 92JG3 SAM CCR Expiration Date: 05-23-2023
Fund Information (to be completed by the Grantor)	
Award Type: Federal	
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFSA No.: n/a	
CFDA No. and Title (if Federal): American Rescue Plan	
Federal Award ID No. (FAIN, if Federal): n/a	
Federal Award Date: TBD	
Amount Obligated by this Action: TBD	
Federal Agency (if Federal): U.S. Treasury Department	
Project Information (to be completed by the Grantor)	
Sub award Period of Performance: 10/01/2022 – 09/30/2024	Total Maximum Amount Funded Under this Sub award Agreement: \$288,000
Indirect Cost Rate:	
Is Award R & D: No	
Description Title of Project: Suicide Prevention	
Agreement No. TBD	

Submit to: mdokken@admin.wincoil.gov no later than August 31, 5:00 p.m. Central.

SCOPE OF WORK

1. Provide summary of project. Include geographic areas served and target population.

Marshmallow's HOPE HERO Mentors program is a one-on-one mentorship program serving at-risk youth ages 9-19 living with suicidal ideations. The program is designed to be combined with at-risk adult populations, such as first responders, and is a dual suicide prevention effort for both the youth and at-risk adults in Winnebago County.

2. Provide description of project and activities to be supported or delivered by ARP funds. Please be specific.

Marshmallow's HOPE HERO Mentors program is a one-on-one mentorship program serving at-risk youth (ZOW) ages 9-19 living with suicidal ideations. The program is designed to be combined with at-risk adult populations such as first responders (HERO), and is a dual suicide prevention effort for both the youth and at-risk adults in Winnebago County. Our program is designed to give our HERO mentors a "protective factor." (A protective factor is something that keeps someone who is living in the darkness a reason to stay alive and not end their life by suicide)

By linking a HERO with a ZOW this will bring them both hope, and spending quality time together participating in weekly activities they both find enriching they will build a relationship that will positively impact each other's lives. Through the HERO mentor program, both HERO mentors and ZOWs work towards bettering their mental health through referral therapy services. Our efforts through our HERO mentor program are to help prevent, first responder and youth suicide.

HERO + ZOW= RESILIENCE

Our HERO acronym is defined as:

Help those who may be struggling (both HERO and ZOW), by offering support through mental health treatment and other supportive services.

Encourage them to set attainable goals toward bettering their mental health.

Reach those goals by offering support and linking them to a Marshmallow mental health professional, and

Overcome their pain in efforts to prevent suicide.

Youth will be referred the Counselor by Marshmallow's Hope staff member who has been identified as needing a mental health assessment. The initial mental health assessment will be a research based bio-psycho-social assessment to begin developing mental health plan of care. During the initial assessment each youth will complete GAD-7 (anxiety screening tool), PHQ-9 (depression screening tool) and assessment for adverse childhood experiences. Appropriate releases for consent of information will be signed for ongoing collaborative relationship with outside agencies.

After the referral is placed and received, an initial mental health assessment will be completed. Based upon the assessment, recommendations will be made for initial counseling, outside support services in the community, or recommendation for higher level of care in the community or in the surrounding area.

If the assessments conclude immediate counseling is appropriate, the contracted counselor will implement a variety of psycho-social models based on continuous assessment. Different therapeutic therapies that may be used would include, but are not limited to: Cognitive-Behavioral therapy, Mindfulness, Cognitive therapy, Seeking Safety Framework, Solution-Focused Therapy and group therapy.

3. If funds will be used to cover staff, describe staffing plan.

Full-time employee will work to advance Marshmallow's Hope Nonprofit Organization's mission. The full-time employee position will be responsible for running criminal background checks on all HERO mentor applicants, coordinating the HERO mentor program youth participant with HERO mentor and parent/guardians, as well as coordinating treatment plan with contracted KP counselor. The role will be responsible for delivery of program, organizing and hosting of community education, events, community outreach management, developing, reporting, and collecting data on program outcomes. Employee must meet guideline requirements of a criminal background check. A part-time employee will assist in day-to-day operations and be available to fill in as needed for emergency services.

Contracted Counselor must meet requirements of Illinois State Licensing. Will conduct mental health assessments, weekly individual, and group counseling sessions.

4. Describe partnerships and how you work together to accomplish goals.

Marshmallow's HOPE has many community partners to offer an array of services and support to the youth, HERO mentors, and suicide survivor families. Through our Marshmallow's staff member, we will coordinate most appropriate services for our program participants and refer ZOWs (youth) to contracted counselor for mental health assessment, and recommendations for initial counseling, outside support services in the community, or recommendation for higher level of care in the community or surrounding area will be determined by contracted counselor.

Through our partner The Greg Lindmark Foundation, we refer First Responders for confidential counseling services. Through our partner NAMI Northern Illinois, we refer youth, mentors, and their family members to support groups, offering support to the entire family unit.

Our training program for mentors is done through a contracted community partner The Hope for Us Network, and in partnership with Shatter Our Silence, we offer resilience training, education, and awareness throughout the community in efforts of suicide prevention.

5. If applicable, describe public awareness activities under this program.

Our organization hosts public school assemblies, employee education presentations regarding the importance of mental health and suicide awareness; the warning signs, knowing the signs of when to know to ask for help. We host parent education and awareness classes on the topic of suicide and resilience to educate parents in our community about the warning signs to look for within their family unit.

We host a few events throughout the year to raise awareness and educate our community in efforts of suicide prevention.

PERFORMANCE MEASURES/STANDARDS

Funded programs are required to submit quarterly progress reports that will include Performance Measures based on each specific program. These measures will be used to reflect the success of the proposed program.

Overall Goal: In one sentence, describe your overall goal.

Process Objectives: What steps do you plan to take to reach your goal? Objectives should highlight substantial activities in the program that lead to achieving your goal. Process objectives should describe specific tasks and provide a measure for each. The tasks should lead to the accomplishment of the goal. The process objectives should include a reasonable and realistic marker that can be accomplished within the grant’s period of performance of the grant. Make sure the marker is not too high or too low.

Outcome Objectives: What positive outcomes do you hope to obtain as a result of achieving your goal? These objectives are results that your program seeks to create that support your overall goal, and ultimately benefit the community. Outcome objectives should describe the specific and measurable result that you want to reach.

Instructions: Complete the table below using projected objectives for activity described in Scope of Work for each funded year. Please note any change to objectives must be approved by Winnebago County. Include #'s served in proposed activities.

Sub recipients must complete each section of the table; however, are not required to fill in all rows. Additional rows may be added.

<u>Overall goal of your program:</u> Suicide prevention within our youth and at-risk adult populations such as servicemembers, veterans, and first-responders.			
<u>Objectives</u>	<u>Performance Measures</u>	<u>Projected 10/01/2022- 09/30/2023</u>	<u>Projected 10/01/2023- 09/30/2024</u>
Intake Survey of all participants	# At risk for suicide	104	156
Mid-program survey	# suicidal ideations diminished	98	147
Exit Survey	# suicidal ideations diminished at exit	90	135
Marshmallow’s HOPE app daily interaction	# youth interacting daily	75	112
Youth Assessed for behavioral health needs	# youth assessed	104	156
Two (2) Group Sessions (90-minutes) weekly	# youth participating in weekly group	104	156
Individual Counseling (30–60-minute sessions) weekly	# youth requiring immediate counseling	98	147

DELIVERABLES OR MILESTONES

This Implementation Schedule, should be used as a planning tool for the program and reflect a realistic projection of how the program will proceed and the staff responsible for each task.

Task	Staff Position or Person Responsible	Date Due
Submit invoices (no more than 1x per month)	Marshmallow's Hope Staff	Ongoing
Submit quarterly Periodic Financial Report	Marshmallow's Hope Staff	Ongoing
Submit quarterly data report	Marshmallow's Hope Staff	January 10 April 10 July 10 October 10
Complete all fiscal and programmatic closeout materials	Marshmallow's Hope Staff	10/10/24

If a report deadline falls on a weekend, the report is due the previous Friday.

CONTACTS

Person Completing this Document

Name: Laura Kane
Title: Executive Director
Address: 5062 Safford Road
Rockford, IL 61101

Telephone: 847-754-5770
Email: laura@marshmallowshope.org

Notices Contact (for Agreement)

Name: Richard Foster
Title: Board President
Address: 10283 Tybow Trail
Roscoe, IL 61073

Telephone: 815-978-5201
Email: rich@marshmallowshope.org

Administrative Contact (Reports)

Name: Laura Kane
Title: Executive Director
Address: 5062 Safford Road
Rockford, IL 61101

Telephone: 847-754-5770
Email: laura@marshmallowshope.org

Program Contact

Name: Laura Kane
Title: Executive Director
Address: 5062 Safford Road
Rockford, IL 61101

Telephone: 847-754-5770
Email: laura@marshmallowshope.org

Payments Sent to:

Name: Marshmallow's HOPE
Address: 5062 Safford Road
Rockford, IL 61101

Telephone: 847-754-5770
Email: laura@marshmallowshope.org

WINNEBAGO COUNTY JUVENILE DETENTION CENTER

CAPITAL NEEDS AND LONG-TERM PLAN



FACILITY HISTORY

Built in 1992 as a 32 bed facility
Expanded in 1995 to 48 bed facility



JUVENILE DETENTION POPULATION

DELINQUENT YOUTH

AGES 10 – 20

- March 2023
 - Average Daily Population: 28 youth
 - Received in March: 35
 - Discharged in March: 37
 - Average Length of Stay: 37.5 days
 - Total # Days during month: 1218 days



**TWO WATER TANKS (AND BOILERS) –
32 YEARS OLD, BOTTOM RUSTING
ESTIMATED COST \$143,000**



HVAC PROJECT

- 1st Bid – No responses
- 2nd Bid – One Response
- 3rd Bid – In process – bids to be opened
May 11th

Considerations:

- 40 week lead time
- Project impacted by youth remaining in facility
 - Unavailability of alternate locations
 - Cost
 - Impact to court operations and welfare of youth

TWO BOILER REPLACEMENT –

BOILERS ARE ORIGINAL AND 32 YEARS OLD
ESTIMATED COST \$136,000





MASONRY WORK -

DEMO AND REPLACEMENT ESTIMATED COST \$75,000



FOUNDATION CRACK/LEAKS - WATER SEEPING INTO BUILDING





**SHOWER TILES REPLACEMENT / GROUT ISSUES
TILES ARE LOOSE, CREATING SAFETY ISSUE AND WATER DAMAGE
ESTIMATE REPAIR COST: 50,000**

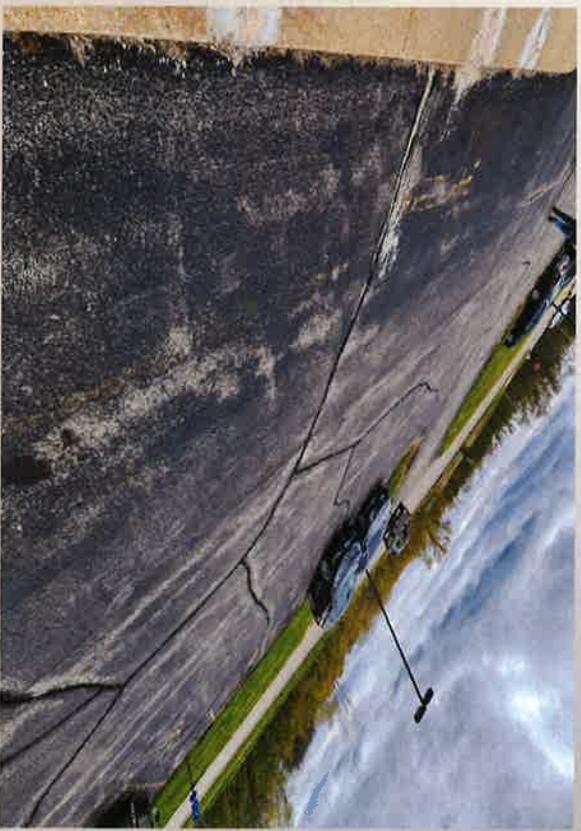




PARKING LOT / SIDEWALKS / OUTDOOR REC -

ENGINEERED THROUGH HIGHWAY DEPT

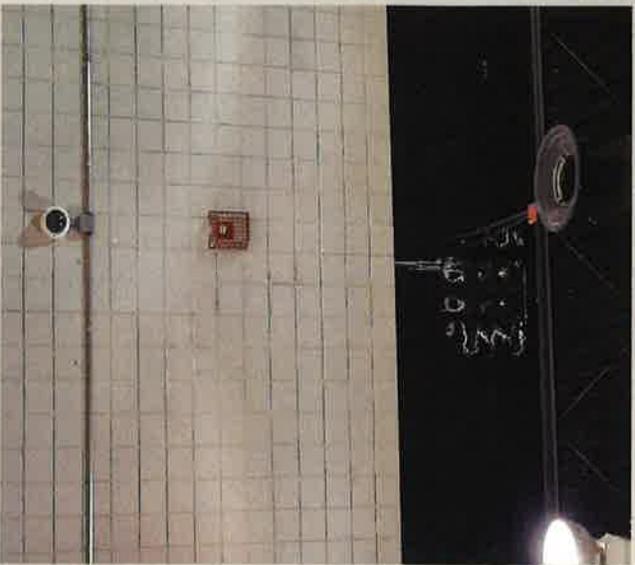
ESTIMATED COST \$250,000; ALTERNATE PLAN - RESURFACING - COST \$8,500

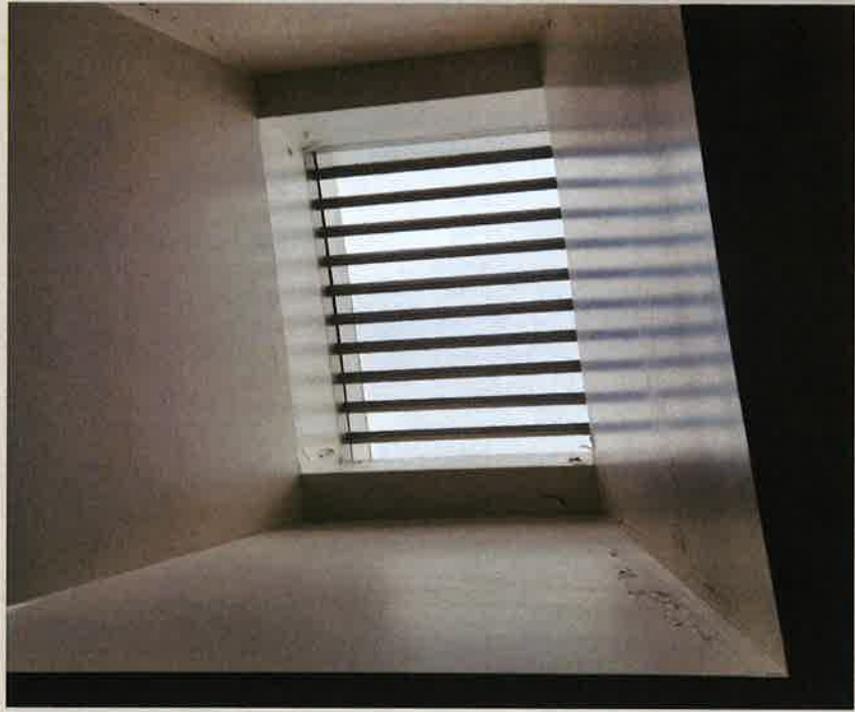




PAINTING-

ESTIMATED COST \$51,400 - \$89,000





PRIORITY - PROJECTS SUMMARY

	Detention Priority Projects 2023	Included In CIP 2023 - PSSST Fund	Status	Estimated Cost	
1	Water Tanks	Yes		\$ 143,000	Tanks & Boilers (Estimate in CIP \$45,000)
2	HVAC project	Yes	Bid process	\$ 1,000,000	3rd time out for bid-
3	Boilers (2)	Yes		\$ 136,000	Boilers are original 32yrs old (Estimate in CIP \$200,000)
4	Masonry Work - demo and replacement	Yes		\$ 75,000	Outside brick walls are crumbling
5	Foundation Crack				Water seeping into building
6	Shower tile- Grout issues		Obtaining estimates	\$ 50,000	Tiles coming loose - SAFETY ISSUE and water damage
7	Parking Lot/Sidewalks	Yes	Requested	\$ 8,500	Hightway doing the engineering
8	Painting	Yes		\$ 51,400 - 89,250	Paint peeling and falling in gym

OTHER CRITICAL ISSUES -

- Building lacks adequate space
- Nursing area - additional space with adequate equipment
- 2 classrooms for 3 teachers
- Attorney meeting space
- Court area - zoom
- No designated counseling office / space
- Programming space
- Storage
- Visitation

OTHER CONCERNS – NOT DEEMED CRITICAL

- Generator assessment/wiring - to ensure water availability during power outage
- Replace plumbing in all pods – replacement parts are outdated
- Medical cabinets have insufficient locks
- Replace clothing dryer (30+ years old)
- Replace convection oven (30+ years old)
- Replace glass for room doors
- Remove trees growing into fence
- Replace carpet
- Mop room plumbing and hoses
- Cabinets and countertops in Staff lounge
- Sprinkler head replacement – in progress
- Touch screen replacement
- Parking lot lighting
- Electronic Medical Record System

JUVENILE DETENTION FACILITY FUTURE

- Facility has sufficient bed space for population with current juvenile age guidelines.
 - Legislation has been proposed in recent past to extend the age of juveniles to 19, 21, or even as high as 25.
 - Currently we house Winnebago and Boone (17th Circuit) youth. We regularly receive calls from other facilities and counties asking to lodge their youth – Source of revenue.
- Facility lacks space for programming, therapy, medical, administration and education.

OPTIONS FOR SOLUTIONS

- Addition to current facility
 - County owned property available adjacent to facility
 - County storage building would need to be relocated
- New construction
 - Consolidate juvenile court services to one location
 - Assessment Center, Day Reporting Center, Probation, Detention and Courts
 - Possible collaboration with IDJJ



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety & Judiciary Committee
Committee Date: May 17, 2023
Resolution Title: Resolution to Extend Project Safe Neighborhoods Agreement
County Code: N/A
Board Meeting Date: May 25, 2023

Budget Information:

Was item budgeted? N/A	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: The County acts as Fiscal Agency for the United States Department of Justice, Northern District of Illinois Project Safe Neighborhoods. Sub-award Agreements are pre-selected by the Project Safe Neighborhoods Task Force with final approval by the Department of Justice. Travelers & Immigrants Aid DBA Heartland Alliance for Human Needs & Human Rights is a sub-awardee and is requesting a no-cost extension due to late implementation.

Recommendation: Amend 2021 CR 168 as requested.

Contract/Agreement: Original Agreement and Amendment Attached.

Legal Review: The State's Attorney's Office has reviewed and approved the amendment.

Follow-Up: N/A

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

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

2023 CR

RESOLUTION TO EXTEND PROJECT SAFE NEIGHBORHOODS AGREEMENT

WHEREAS, on March 11, 2022, the County of Winnebago, Illinois (the “County”) and Travelers & Immigrants Aid DBA Heartland Alliance for Human Needs & Human Rights entered into a Department of Justice Subrecipient Agreement to carry out the goals of Project Safe Neighborhoods on behalf of the U.S. Attorney’s Office, Northern District of Illinois; and

WHEREAS, Heartland Alliance has submitted a request to the County seeking an amendment to the original Agreement granting a no-cost extension; and

WHEREAS, the Parties acknowledge and mutually agree that this Amendment will not affect the services as outlined in the original Agreement; and

WHEREAS, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the amendment for the aforementioned request and recommends approval.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the First Amendment to the Subrecipient Agreement by and between the County of Winnebago, Illinois and, in substantially the same form as that set forth in Exhibit A, attached hereto.

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

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

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

ATTESTED BY:

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

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

FIRST AMENDMENT TO THE PROJECT SAFE NEIGHBORHOODS AGREEMENT BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND TRAVELERS & IMMIGRANTS AID DBA HEARTLAND ALLIANCE FOR HUMAN NEEDS & HUMAN RIGHTS

This FIRST AMENDMENT (“Amendment”) is made and entered into by and between the County of Winnebago, Illinois (the “County”) and Travelers & Immigrants Aid DBA Heartland Alliance for Human Needs & Human Rights. The County and Travelers & Immigrants Aid DBA Heartland Alliance for Human Needs & Human Rights (“Heartland Alliance”) are collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS, on March 11, 2022, the County and Travelers & Immigrants Aid DBA Heartland Alliance for Human Needs & Human Rights entered into an Agreement (the “Agreement”) (2021-CR-168), to set forth the obligations of the Parties related to the implementation of Project Safe Neighborhoods Fiscal Year 2021; and

WHEREAS, Heartland Alliance has submitted a request to the County seeking an amendment to the original Agreement granting a no-cost extension; and

WHEREAS, Section 5 of the original Agreement states “The term may be extended by mutual agreement of the parties in writing; however, it shall not extend beyond September 30, 2024”; and

WHEREAS, the Parties acknowledge and mutually agree that this Amendment will not affect the services as outlined in the original Agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

- I. **Organization and Grant Specific Information**, shall be modified to read as follows:

Subaward Period of Performance: 04/01/2022 – 09/30/2024

Except as modified by this Amendment, all other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the _____ day of _____, 2023.

**TRAVELERS & IMMIGRANTS AID
DBA HEARTLAND ALLIANCE FOR
HUMAN NEEDS & HUMAN RIGHTS**

COUNTY OF WINNEBAGO, ILLINOIS

Date: _____

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: _____



ORGANIZATION AND GRANT SPECIFIC INFORMATION	
Organization (“GRANTOR”) Name: Winnebago County Address: 404 Elm Street Rockford, IL 61101	Organization (“SUBRECIPIENT”) Name: Travelers & Immigrants Aid DBA Heartland Alliance for Human Needs & Human Rights Address: 208 S Lasalle Ste 1300 Chicago, IL 60604 EIN No.: 36-1877640 DUNS No.: 066186297 SAM Cage Code: 3V6B8 SAM CCR Expiration Date: 05/23/2022
Fund Information	
Award Type: Federal	
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFSA No.: n/a	
CFDA No. and Title (if Federal): 16.609; Project Safe Neighborhoods	
Federal Award ID No. (FAIN, if Federal): O-BJA-2021-94005	
Federal Award Date: 12/08/2021	
Amount Obligated by this Action: \$455,331	
Federal Agency (if Federal): Department of Justice, Bureau of Justice Assistance	
Project Information	
Sub award Period of Performance: 04/01/2022 – 03/31/2023	Total Maximum Amount Funded Under this Sub award Agreement: \$75,000.00
Indirect Cost Rate: 19.1%	
Is Award R & D: No	
Description Title of Project: Project Safe Neighborhoods, Federal Fiscal Year 2021	
Agreement No. PS004	

**AGREEMENT WITH HEARTLAND ALLIANCE
FOR PROJECT SAFE NEIGHBORHOODS FISCAL YEAR 2021**

This AGREEMENT (hereinafter “Agreement”) is entered into this 11th day of March, 2022, 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 FFY 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 April 1, 2022 and remain in place for 12 (twelve) months, or unless otherwise terminated as provided in Section 6. The term may be extended by mutual agreement of the parties in writing; however, it shall not extend beyond September 30, 2024.

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.

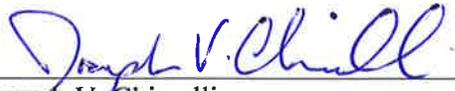
SECTION 17. AUTHORITY

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: 3/10/2022

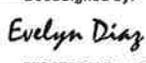
ATTEST:



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

Date: 3/11/2022

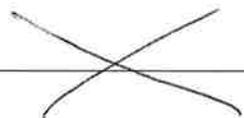
HEARTLAND ALLIANCE

DocuSigned by:


77D0EB63081142E
Evelyn Diaz, President
Heartland Alliance

Date: 3/10/2022

ATTEST:



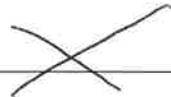
Date: 

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.

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.

2. If applicable, describe public awareness/community outreach activities under this program.

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.

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 to initiate process for monthly referrals and intakes to achieve overall goal of 30 new enrollments	Program Manager	4/15/22
Hire, train, and obtain security clearance for PSN-funded Reentry Specialist	Program Manager	5/1/22
Deliver pre-release program inside prison	Reentry Specialist	5/15/22
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	July 15 October 15 January 15 April 15
Complete all fiscal and programmatic closeout materials	Heartland Alliance Finance Department	As contractually defined

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.

Intentionally Left Blank

**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>								
<input type="button" value="Add Personnel"/>		<input type="button" value="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							<input type="button" value="Add Additional Narrative Text Area"/>					
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.												
B. Fringe Benefits												
Name <i>List each grant-supported position receiving fringe benefits.</i>			Computation <i>Show the basis for computation.</i>									
<input type="button" value="Add Benefit"/>			<input type="button" value="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							<input type="button" value="Add Additional Narrative Text"/>					
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%												
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>									
<input type="button" value="Add Item"/>			<input type="button" value="Delete Selected"/>			Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
Telephone Expenses						1		\$42.00	1	\$42		\$42
Total(s)										\$42	\$0	\$42
Narrative							<input type="button" value="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	Non-Federal Contribution
					Federal Request
Negotiated Indirect Cost Rate applied to Salaries and Fringe		\$62,972.00	0.191	\$12,028	\$12,028
<i>Total(s)</i>				\$12,028	\$0
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 \$42.00 at a rate of 19.1%					

Intentionally Left Blank

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 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> 04/01/2022-03/31/2023
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 	4/31/22
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 	4/1/22
READI for Reentry staff deliver program model through a trauma-informed, restorative justice, risk-needs-responsivity approach.	<ul style="list-style-type: none"> - # of FTE READI for Reentry staff delivering program model 	1 staff 5/1/22
Attend quarterly PSN Task Force meetings	# of PSN Task Force meetings attended	4 meetings

<u>Outcome Objectives</u>	<u>Performance Measures</u>	<u>Projected 04/01/2021- 03/31/2021</u>
Enroll 30 participants in READI for Reentry program	# of participants enrolled	30 participants by 3/31/23
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
April - June	Performance Measures, Narrative Questions	July 15th
July - September	Performance Measures	October 15th
October - December	Performance Measures, Narrative Questions	January 15th
January - March	Performance Measures	April 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
<p><u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101</p> <p>Telephone: (815) 319-4059 Email: mdokken@wincoil.us</p>	<p><u>Administrative Contact (Reports)</u> Name: Marci Kresin Title: COO Address: 208 S. LaSalle, Suite 1300 Chicago, IL 60604</p> <p>Telephone: 224-688-6466 Email: mkresin@heartlandalliance.org</p>
<p><u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101</p> <p>Telephone: (779) 707-0906 Email: pthompson@wincoil.us</p>	<p><u>Program Contact</u> Name: Sophia Manuel Title: Sr. Program Manager Address: 208 S. LaSalle, Suite 1300 Chicago, IL 60604</p> <p>Telephone: 201-220-7349 Email: smanuel@heartlandalliance.org</p>
<p><u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101</p> <p>Telephone: (815) 319-4059 Email: mdokken@wincoil.us</p>	<p><u>Payments Sent to:</u> Name: Godwin Atoe Title: Senior Financial Analyst Address: 208 S. LaSalle, Suite 1300 Chicago, IL 60604</p> <p>Telephone: 708-297-1502 Email: gatoe@heartlandalliance.org</p>

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.

EXHIBIT F
AWARD LETTER / SPECIAL CONDITIONS

✓ **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 (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO 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	Middle Name	Last Name
Orbin	_____	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

Application Number

BJA

GRANT13388177

Grant Manager Name Phone Number
Stephen Fender 202-598-9490

E-mail Address
Stephen.Fender@ojp.usdoj.gov

Project Title

Project Safe Neighborhoods, Northern District of Illinois - FY 2021

Performance Period Start Date	Performance Period End Date
10/01/2021	09/30/2024

Budget Period Start Date	Budget Period End Date
10/01/2021	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,

after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) 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 subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Amy Solomon	11/3/21 11:42 AM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Director, Chairman's Office of Criminal Justice Services

Name of Authorized Entity Official
Marlana Dokken

Signed Date And Time
12/9/2021 3:51 PM