

# **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, JUNE 14, 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 May 17, 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 Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services
- F. Resolution Authorizing Execution of a First Amendment to the Public Safety Sales Tax Agreement by and Between the County of Winnebago, Illinois, 17th Judicial Circuit Court and Remedies Renewing Lives
- G. Resolution Authorizing the Chairman of the County Board to Execute a Winnebago County Mental Health Board Funding Agreement and Service Agreements
- H. Resolution to Approve Execution of Amendment #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)
- I. Resolution to Approve Execution of Sub-award Agreement #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)
- J. Future Agenda Items
- K. Adjournment

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

Wednesday, May 17, 2023  
5:30 PM

**Present:**

Brad Lindmark, **Chairperson**  
Jean Crosby  
Angie Goral  
Kevin McCarthy  
Chris Scrol

**Others Present:**

Marlana Dokken, Director, Chairman's Office of  
Criminal Justice Initiatives  
Sean Franks, Facilities  
Debbie Jarvis, 17th Circuit's Director of Court Services  
Laura Kane, Chief Executive Director, Marshmallow's Hope  
Melinda Macias, Purchasing Specialist  
Julie McCray-Grotto, Deputy Director Juvenile Detention

**Absent:**

Aaron Booker, **Vice Chairperson**  
Tim Nabors

**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

**Call to Order**

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

**Roll Call**

Chairperson Lindmark yes, Ms. Crosby yes, Mr. Scrol yes, Ms. Goral yes, Mr. McCarthy yes.

### **Approval of April 19, 2023 Minutes**

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

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 Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail**

Motion: Ms. Crosby. Second: Mr. McCarthy.

- Discussion followed.

Motion passed by unanimous voice vote.

### **Resolution Authorizing Execution of a First Amendment to the ARP Subrecipient Agreement by and Between the County of Winnebago, Illinois and Marshmallow's Hope**

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

Ms. Kane was introduced to the committee and discussed the need for the continuance of the Resolution between Winnebago County and Marshmallow's Hope. Chairperson Lindmark thanked Ms. Kane for her contributions to the community.

Motion passed by unanimous voice vote.

### **Long Term Planning and Capital Needs at the Juvenile Detention Center**

Ms. McCray-Grotto directed committee members to the committee packet showing examples of the needs for the Juvenile Detention Center. Ms. McCray-Grotto reviewed the priority projects and other issues on the long-term planning and capital needs for the Center.

- Discussion followed.

### **Resolution to Extend Project Safe Neighborhoods Agreement**

Motion: Mr. McCarthy. Second: Ms. Crosby.

- Discussion followed.

Motion passed by unanimous voice vote.

### **Future Agenda Items**

- Intergovernmental Agreement/Regional Center for 911 Emergency Services.
- Homeland Security.

### **Adjournment**

Meeting to adjourn.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile  
Administrative Assistant



# Resolution Executive Summary

**Prepared By:** Rick Ciganek  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** June 14, 2023  
**Board Meeting Date:** June 22, 2023  
**Resolution Title:** Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services

**Budget Information:**

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b> N/A
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Descriptor:</b> County 911 Center for Professional Services

**Background Information:** The Sheriff’s Office and the Loves Park Fire Department are entering into an agreement in which the County 911 center would provide Fire Dispatch Services for the Loves Park Fire Department. Transitioning to the state-of-the-art County 911 center, will mark a significant step towards enhancing emergency response times, prioritizing firefighter safety, and improving public safety in our community.

**Recommendation:** Approve the agreement. The Loves Park Fire Department will pay the county \$15 dollars per fire dispatch generating approx. \$63,000 per year in revenue.

**Contract/Agreement:** Attached

**Legal Review:** The State’s Attorney’s Office has reviewed and approved the contract.

**Follow-Up:** n/a

SPONSORED BY: BRAD LINDMARK

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

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

2023CR\_\_\_\_\_

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE  
COUNTY BOARD TO EXECUTE AN AGREEMENT WITH  
THE CITY OF LOVES PARK FOR DISPATCH SERVICES

WHEREAS, Section VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to cooperate in the provision of services; and

WHEREAS, the County of Winnebago (“County”) operates the Winnebago County 911 Communications Center, a Public Safety Answering Point (PSAP), for call taking and dispatching of 9-1-1 calls; and

WHEREAS, the City of Loves Park (“City”) provides emergency fire and medical services; and

WHEREAS, the City and County have determined it would be in their best interests for the City to utilize the County PSAP for the dispatch of emergency calls for fire and EMS services within the City, pursuant to the terms of the Intergovernmental Agreement attached hereto as Exhibit A; and

WHEREAS, the Public Safety Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Intergovernmental Agreement with the City, attached hereto as Exhibit A, and recommends contracting with the City under the terms set forth in the Intergovernmental Agreement.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Intergovernmental Agreement with the City of Loves Park, in substantially the same form as contained in Exhibit A.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County Auditor, Winnebago County Finance Director, and Winnebago County Sheriff.

Respectfully submitted,

**PUBLIC SAFETY AND  
JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

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

\_\_\_\_\_  
Joseph Chiarelli  
Chairman of the County Board  
of the County of Winnebago, Illinois

Attested by:

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

**INTERGOVERNMENTAL AGREEMENT REGARDING  
EMERGENCY COMMUNICATIONS FOR FIRE AND EMS CALL DISPATCHING**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the County of Winnebago, Illinois, an Illinois Body Politic on behalf of the Winnebago County Sheriff’s Office (“County”) and City of Loves Park, Illinois, an Illinois Municipal Corporation on behalf of the Loves Park Fire Department, a department thereof (“Loves Park”). The County and Loves Park are also collectively referred to as the “Parties” or individually as a “Party.”

**WITNESSTH**

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

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

**WHEREAS**, the County and Loves Park are public agencies as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the County operates the Winnebago County 911 Communications Center, a Public Safety Answering Point (PSAP), for call taking and dispatching of 9-1-1 calls; and

**WHEREAS**, Loves Park provides emergency fire and medical services; and

**WHEREAS**, it has been determined by the corporate authorities of Loves Park and the County that it would be in the best interest of public safety to utilize the service of the PSAP for the dispatch of emergency calls for fire and EMS services within the City of Loves Park on the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the above recitals which are hereby incorporated into this Agreement, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, the Parties agree to the following:

1. Agreement to Provide Services
  - a. Dispatching. To the extent PSAP, as the designated primary Public Safety Answering Point for Winnebago County, receives 9-1-1 telephone calls for areas serviced by the Loves Park Fire Department, PSAP shall answer those calls and

provide dispatch services twenty-four (24) hours a day each day of the year. Such services shall include, but not be limited to those set forth on Exhibit A attached hereto and incorporated herein. All such telephone calls shall be recorded on a written and/or a computer log, and PSAP shall promptly transmit the information received in the call to Loves Park on the frequency designated on Exhibit B herein.

- b. Communications Coordination. The PSAP shall act as a communication center for the purpose of monitoring and logging all radio communications generated by Loves Park's response to dispatches initiated by the PSAP.
  - c. Dispatch Documentation. Each dispatch call shall be numbered for ease of reference.
2. Ownership and Responsibility for Equipment
  - a. Receivers and Repeating Site Equipment. County shall be responsible for providing, through the use of funds available through the Emergency Telephone System Board, all necessary pagers, radios, cabling, repeaters, transmitters, Computer-Aided-Dispatch (CAD) software, 911 printers, receivers, phone lines, PSAP dispatching radio configuration cost and any installation cost at the County and/or Loves Park as necessary to complete the dispatching process.
  - b. Personnel. The County shall provide at its own expense the staff necessary to fulfill its dispatch obligations pursuant to Illinois Statute, the Illinois Administrative Code, all as amended from time-to-time, and under this Agreement.
3. Radio Frequency. Radio frequencies are designated on Exhibit B. If any of the Radio Frequencies are not currently licensed by the County, Loves Park hereby represents and warrants to the County that it holds all necessary licenses, permits, and approvals to use those frequencies in a manner in which it be used pursuant to this Agreement. Loves Park hereby grants permission to the County to transmit on the frequencies listed on Exhibit B by either base unit, portable unit, or both, for the purpose of communicating with Loves Park for purposes of this Agreement and shall provide the County with a letter on Loves Park letterhead to that effect. Copies of all FCC licenses will be forwarded to the County.
4. Responsibilities. Licenses and Permits. Each Party shall perform all services required by this Agreement in accordance with all applicable statutes, regulations, ordinances, and professional standards and shall, at its own expense, obtain and maintain any licenses, permits, or other approvals necessary for it to provide the services contemplated by this Agreement.



5. Compliance with Loves Park Policies and Procedures. County shall comply with all Loves Park's written policies and procedures relating to the services provided herein. Loves Park shall provide to County its Policy and Procedures/response criteria (SOG manual).
  
6. Events beyond the Control of County. The County shall not be responsible for providing services pursuant to this Agreement and shall not be liable for its failure to provide such services when prevented from doing so by events or actions beyond its control, including, but not limited to, weather, fire, floods, labor unrest, failure of equipment which is not within its control (including telephone lines), and actions by individuals who are not County employees or agents. If and when the County becomes aware of any such possibility or event which prevents it from providing services, it shall undertake all reasonable efforts immediately to notify Loves Park of the facts and to remedy the problem and/or circumstances which prevent delivery of dispatch services, including but not limited to the transfer of 9-1-1 functions to a back-up Public Safety Answering Point.
  
7. Rates and Billing
  - a. Loves Park will voluntarily pay to County the sum of \$15.00 per dispatched call. Nothing in this Agreement is to be construed as Loves Park acknowledging any obligation to pay any fee for dispatch outside of the voluntary undertaking set forth herein.
  
  - b. The County shall send bills monthly to Loves Park at the following address:

Loves Park Fire Department  
400 Grand Avenue  
Loves Park, IL 61111  
Attn: Chief of Department
  
  - c. Loves Park shall pay the County all amounts due pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* All payments shall be made to:

County of Winnebago  
404 Elm Street  
Rockford, IL 61101  
Attn: Finance Department
  
8. Term and Termination.
  - a. Term. The term of this Agreement shall be for one (1) year. This Agreement shall automatically renew for successive one (1) year terms unless either party notifies



Copy to: Winnebago County State's Attorney's Office  
400 W. State Street, Suite 804  
Rockford, IL 61101  
Attn: Chief of Civil Bureau

If to Loves Park: Loves Park Fire Department  
400 Grand Avenue  
Loves Park, IL 61111  
Attn: Chief of Department

Copy to: Allen Galluzzo Hevrin Leake, LLC  
839 N. Perryville Road, Suite 200  
Rockford, IL 61107  
Attn: Attorney Gino Galluzzo

- d. Headings. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.
- e. Parties Bound. This Agreement is binding on and shall inure to the benefit of the parties hereto.
- f. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not invalidate any other provisions thereof and this Agreement shall be construed as if such portion had never been contained herein.
- g. Counterparts. This Agreement may be executed in several counterparts, including electronic and facsimile form, each of which so executed shall constitute one and the same instrument.
- h. 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.
- i. The Parties each warrant to the others 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 Parties 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.

- j. Assignment. This Agreement may not be assigned by either party without prior written consent of the other.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

**COUNTY OF WINNEBAGO, ILLINOIS**  
a Illinois body politic and corporate

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

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

**CITY OF LOVES PARK**, an Illinois municipal  
corporation

\_\_\_\_\_  
Gregory R. Jury  
Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Robert J. Burden  
City Clerk

Date: \_\_\_\_\_

## **EXHIBIT A**

### **LIST OF SERVICES AND EQUIPMENT TO BE PROVIDED BY COUNTY**

- A. Tracking and Documentation of current calls on current CAD System.
- B. Recording Equipment.
- C. Emergency Fire/Medical Dispatching.
- D. Standard monthly report forwarded to Loves Park Fire Chief each month. Report will include calls, call numbers, units that responded, location of call, caller, type of call, call completion, and where ambulance took patient if transport occurred.
- E. Installation/maintenance of appropriate telephone lines/internet/cabling needed for primary and backup emergency dispatching.
- F. Cost of Avtec Radio Communication equipment, installation, and radio/computer and CAD programming by the provider selected by the County.
- G. Education in-services on policy and procedures and response criteria.
- H. Any additional radios, transmitters, receivers, power supplies needed, if additional equipment is installed at the County.

**EXHIBIT B**

**RADIO FREQUENCY FOR DISPATCHERS PROVIDED BY LOVES PARK**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Both parties understand and agree that the frequencies may change from the initial agreement term due to radio upgrades.



## Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety & Judiciary Committee  
**Committee Date:** June 14, 2023  
**Resolution Title:** Resolution Authorizing Execution of a First Amendment to the Public Safety Sales Tax Agreement by and Between the County of Winnebago, Illinois, 17<sup>th</sup> Judicial Circuit Court and Remedies Renewing Lives  
**County Code:** N/A  
**Board Meeting Date:** June 22, 2023

### Budget Information:

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b> N/A
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Budget Impact:</b> No

**Background Information:** On November 22, 2022, using Public Safety Sales Tax funding, the Winnebago County Board awarded Remedies \$212,349 to provide licensed substance abuse disorder treatment and parter intervention programming services in the Resource Intervention Center (RIC). The agreement dictates all Remedies supplied staff are preferred to minimally have a bachelor's degree and that the Remedies substance abuse staff must minimally hold a Certified Alcohol and Drug Counselor (CADC) certification. Due to the current staffing climate, this amendment requests a modification dictating all Remedies supplied substance abuse staff must either have a bachelor's degree and working toward a Certified Alcohol and Drug Counselor (CADC) certification or have a CADC certification and working toward a bachelor's degree. Based upon the current climate with vacancies, the Court approves of this modification.

**Recommendation:** Amend 2022 CR 110 as requested.  
**Contract/Agreement:** First 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 AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE  
PUBLIC SAFETY SALES TAX AGREEMENT BY AND BETWEEN THE COUNTY OF  
WINNEBAGO, ILLINOIS, 17<sup>TH</sup> JUDICIAL CIRCUIT COURT, AND REMEDIES  
RENEWING LIVES, INC.**

---

**WHEREAS**, on November 22, 2022, the County of Winnebago, Illinois (the “County”), 17<sup>th</sup> Judicial Circuit Court (“Court”) and Remedies Renewing Lives, Inc. (“Remedies”) entered into an Agreement (the “Agreement”) (2022-CR-160), to set forth the obligations of the Parties related to the County pledging a portion of Public Safety Sales Tax (PSST) revenue to provide licensed substance use disorder treatment and partner abuse intervention programming at the Resource Intervention Center (RIC); and

**WHEREAS**, due to staffing needs, Remedies is seeking an amendment to the original Agreement to allow those working toward a Certified Alcohol and Drug Counselor (CADC) certification to perform services; and

**WHEREAS**, the County, Court and Remedies acknowledge and mutually agree that this Amendment will not affect the current services as stated 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 Agreement by and between the County of Winnebago, Illinois, 17<sup>th</sup> Judicial Circuit Court and Remedies Renewing Lives, Inc., 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 Chairman’s Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, and County Auditor.



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

**AGREE**

**DISAGREE**

\_\_\_\_\_  
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

## EXHIBIT A

### **FIRST AMENDMENT TO THE PUBLIC SAFETY SALES TAX AGREEMENT BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS, THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT AND REMEDIES RENEWING LIVES, INC.**

This FIRST AMENDMENT (“Amendment”) is made and entered into by and between the County of Winnebago, Illinois (the “County”), the 17<sup>th</sup> Judicial Circuit Court (“Court”) and Remedies Renewing Lives, Inc., an Illinois not-for-profit corporation (“Remedies”). The County, Court and Remedies are collectively referred to as the “Parties” or individually as a “Party.”

**WHEREAS**, on November 22, 2022, the County, Court and Remedies entered into an Agreement (the “Agreement”) (2022-CR-160), to set forth the obligations of the Parties related to the County pledging a portion of its Public Safety Sales Tax Fund (PSST) revenue to provide licensed substance use disorder treatment and partner abuse intervention programming at the Resource Intervention Center (RIC); and

**WHEREAS**, Remedies Renewing Lives, Inc. has submitted a request to the County and Court seeking an amendment to the original Agreement due to staffing needs; and

**WHEREAS**, the Parties acknowledge and mutually agree that this Amendment will not affect the current services as stated 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. **Item II, Scope of Services, Section D**, shall be modified to read as follows:

REMEDIES agrees to provide personnel for court appearances, client staffing, and consulting with case managers and/or probations officers relative to defendants/clients referred as a result of this Agreement, if requested.

REMEDIES employs one (1) FTE PAIP Coordinator and a PAIP Co-facilitator (.15 FTE) for each group. Two (2) substance use disorder treatment counselors are co-located at the RIC will be available during the hours of RIC operation.

REMEDIES agrees to perform all services in the manner of an Illinois licensed substance use disorder treatment agency. REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Service (IDHS), Division of Substance Use Prevention & Recovery (SUPR).

REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Services (IDHS), Division of Family & Community Services- Domestic and Sexual Violence Prevention to facilitate the PAIP. REMEDIES agrees to follow the guidelines of the state of Illinois PAIP Protocol which dictates that direct service PAIP staff and supervisors must have completed the forty (40) hours domestic violence training outlined in the Illinois Domestic Violence Act (IDVA) and

## EXHIBIT A

have completed an additional twenty (20) hours of training in abuser services. The twenty (20) hours should consist of formal training or conference attendance in abuser intervention and/or experience in facilitating partner abuse intervention groups.

All REMEDIES supplied staff and personnel will be employees or contractual employees of REMEDIES. REMEDIES supplied staff will have passed a background clearance conducted by COURT. All REMEDIES supplied substance abuse staff must either have a bachelor's degree and working toward a Certified Alcohol and Drug Counselor (CADC) certification *or* have a CADC certification and working toward a bachelor's degree. A bachelor's degree is required for the REMEDIES facilitator of the PAIP group. The REMEDIES PAIP co-facilitator is preferred to have a bachelor's degree.

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>**

**EXHIBIT A**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment on the \_\_\_\_\_ day of June, 2023.

**REMEDIES RENEWING LIVES, INC.**  
**An Illinois not-for-profit corporation**

**COUNTY OF WINNEBAGO, ILLINOIS**

\_\_\_\_\_  
Gary Halbach  
President and CEO  
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: \_\_\_\_\_

**THE 17<sup>TH</sup> JUDICIAL CIRCUIT COURT**

\_\_\_\_\_  
John Lowry, in his capacity as  
Chief Judge of the 17<sup>th</sup> Judicial Circuit Court  
Date: \_\_\_\_\_



# Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety & Judiciary Committee  
**Committee Date:** June 14, 2023  
**Resolution Title:** RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE A WINNEBAGO COUNTY MENTAL HEALTH BOARD FUNDING AGREEMENT AND SERVICE AGREEMENTS  
**County Code:** Not Applicable  
**Board Meeting Date:** June 22, 2023

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Amount:</b> \$798,180.82
<b>If not, explain funding source:</b> U.S. Department of Justice	
<b>ORG/OBJ/Project Code:</b>	<b>Budget Impact:</b> n/a

**Background Information:** The County of Winnebago, Illinois and the 17<sup>th</sup> Judicial Circuit Court propose to accept the continuation funding award from the Winnebago County Community Mental Health Board (WCCMHB) to provide behavioral health services at the Resource Intervention Center (RIC), the Juvenile Resource Intervention Center (JRIC), and the Juvenile Detention Center (JDC).

Winnebago County will enter into agreement with Freedom Behavioral Health to administer behavioral health service provision at the three (3) locations. Also included is funding for evening security which will be provided by METRO SECURITY, supplies for COURT SERVICES, and grant compliance support which will be provided by WINNEBAGO COUNTY.

**Recommendation:** I recommend the following Agreements:

- 1) Accept Award Agreement from WCCMHB, budgeted for services at the following locations:
  - a. Resource Intervention Center \$183,622.88
  - b. Juvenile Resource Intervention Center \$183,622.88
  - c. Juvenile Detention Center \$430,935.06
  
- 2) Enter into Sub- Agreements at the following not to exceed amounts:
  - a. Freedom Behavioral Health: Resource Intervention Center \$160,210.00
  - b. Freedom Behavioral Health: Juvenile Resource Intervention Center \$160,210.00
  - c. Freedom Behavioral Health: Juvenile Detention Center \$423,494.00
  - d. Metro Security: Juvenile Resource Intervention Center \$ 27,040.00



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

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

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

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

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

2023 CR

---

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

---

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

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Award Letter from the WINNEBAGO COUNTY COMMUNITY MENTAL HEALTH BOARD; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, Illinois, a Funding Agreement with the Winnebago County Community Mental Health Board, in the total dollar amount of seven hundred ninety-eight thousand, one hundred eighty dollars, and eighty-two cents (\$798,180.82), and in substantially the same form as that set forth in Exhibit A.

**BE IT FURTHER RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, Illinois, Service Agreements, with FREEDOM BEHAVIORAL HEALTH for services at the following locations, RESOURCE INTERVENTION CENTER, not to exceed one hundred sixty thousand two hundred and ten dollars (\$160,210), JUVENILE RESOURCE INTERVENTION CENTER not to exceed one hundred sixty thousand two hundred and ten dollars (\$160,210), the JUVENILE DETENTION CENTER not to exceed four hundred twenty-three thousand, four hundred ninety-four dollars (\$423,494) and expenses of twenty-seven thousand forty dollars (\$27,040) for METRO SECURITY.

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

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

**AGREE**

**DISAGREE**

\_\_\_\_\_  
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.

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

ATTESTED BY:

\_\_\_\_\_  
**LORI GUMMOW**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS





# GRANT / OTHER FUNDING AGREEMENT SUMMARY WORKSHEET

<b>Prepared By:</b>	Marlana Dokken
<b>Committee:</b>	Public Safety & Judiciary Committee
<b>Committee Date:</b>	June 14, 2023
<b>Resolution Title:</b>	RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE A WINNEBAGO COUNTY MENTAL HEALTH BOARD FUNDING AGREEMENT AND SERVICE AGREEMENTS
<b>Board Meeting Date:</b>	June 22, 2023

All grant awards must be approved through their respective Committees prior to presenting for Board approval. Those requiring a budget modification must also be approved by the Finance Committee. To provide the County Board with the information needed for compliance requirements, please provide a complete Committee and Board packet that includes this form, the Executive Summary, Resolution, and Award.

### Funding Information:

Grant Period of Performance:	
Is match required?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, did you work with Accounting to determine match allocation?	<input type="checkbox"/> yes <input type="checkbox"/> no
Are Indirect Costs Allowable under the award?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If yes, is the 10% de minimus Indirect Cost rate included in the budget?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
<i>Indirect Cost Base includes: salaries, fringe benefits, travel, supplies, training, and up to the first \$25,000 of each subaward.</i>	
- If no, please explain:	
Does funding agreement contain Special Conditions that may prohibit another department's ability to apply for funding?	
	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, please explain:	
How many sub-awards are included in this award?    One vendor, three separate awards	
- Do subawards/contracts contain Indirect Costs?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If yes, please provide Indirect Cost rates and total Indirect applied to each subaward or contract: JDC 14.19% (57,228.70); JRIC 23.99% (36,614.50); RIC 23.99% (36,614.50).	

## Winnebago County Community Mental Health Board Funding Agreement

THIS AGREEMENT (the "Agreement") is between the Winnebago County Community Mental Health Board (hereafter "WCCMHB") and Winnebago County (hereinafter "Provider") for a term commencing June 1<sup>st</sup>, 2023 and ending May 31<sup>st</sup>, 2024 (hereafter "Program Year").

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

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

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

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

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

iv. Indirect Costs: If providers is requesting a rate higher than 10% de-minimis, source documents for indirect costs shall include evidence of the Federal or State approval and any additional itemization as dictated by the Federal or State approved indirect rate agreement

B. Billing Guidelines: Payments for the Services shall be made on a monthly basis commencing with the month of June 2023, upon submission by the Provider of a

satisfactory affidavit and supporting documentation of approved expenses in accordance with this Agreement, including any related data submission requirements and/or requirements of the Work Plan or Special Conditions.

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

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

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

**4. REPORTING, EVALUATION, AND MONITORING.** Provider shall track and report measurable outcome data, service information, evaluation and monitoring data as specified below:

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

B. Critical or Sentinel Events: The Provider shall inform WCCMHB within 24 hours of any Critical Event or Sentinel Event that involves a WCCMHB Services. A “Critical Event” is any event that potentially affects the Provider’s state licensure, Medicaid certification status, or puts the Provider or the WCCMHB at risk fiscally, clinically, or legally. A “Sentinel Event” is defined as any unanticipated event in a healthcare setting resulting in death or serious bodily or psychologically injury to a patient or patients, not related to the natural course of the patient’s illness. Provider shall describe the Critical Event or Sentinel Event while also maintaining client confidentiality.

C. Staff Credentials: WCCMHB (either on its own or through a contractor or other designee) may audit the credentials, qualifications, and supervision of all Provider’s staff to ensure compliance with the requirements of DHS/DNH/DD/DRS, SUPR, DCFS, DOC, Illinois Departmental Medicaid Rules, HFS, and/or other applicable local, state, or federal regulations. Provider shall conduct background checks on all employees and staff that are funded under this Agreement.

D. Changes to Services/Closures: WCCMHB shall be notified in writing at least 60 days in advance of any foreseeable closure or significant change to the Services or expected to impact Service availability requirements. This also includes staff reduction in force which would alter capacity to fulfill Provider’s obligations under this Agreement.

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

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

The following rules will apply to budget movement:

- Budget items may not be moved or reallocated to a category previously at zero.
- The cumulative total budget movement per program year for each award line is limited to 10% of the total line amount or \$3,000.00, whichever is greater.

Any budget movement exceeding these limits must be requested in writing and received by the WCCMHB prior to July 2024 and be reviewed and authorized by the WCCMHB. Requests received after that date shall not be considered.

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

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

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

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

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

**8. SERVICE REPORTING REQUIREMENTS.** On request, the Provider shall provide reports in either paper or electronic format acceptable by the WCCMHB. WCCMHB billing affidavits shall

be accompanied by the submission of data as specified in the WCCMHB Work Plan to substantiate the payment request, as well as all other financial and billing documentation as reasonably requested by the WCCMHB. Failure of Provider to submit requested information to the WCCMHB shall be considered a breach of this Agreement. All information submitted by the Provider shall comply with the confidentiality requirements of state and federal law.

**9. COMMUNICATION REQUIREMENTS.** During Program Year, Provider will coordinate communication efforts related to Services with the WCCMHB, including the following Provider responsibilities:

- A. Record by video an impact presentation for the WCCMHB, which summarizes the outcomes of Services during Program Year.
- B. Share highlights of the annual impact presentation with Provider's board members and other relevant stakeholders in board meetings, social media, newsletters, annual reports, or equivalent communication platforms.
- C. Provide an interview to a WCCMHB hired writer for WCCMHB Annual Impact Report, highlighting Services outcomes during Program Year.
- D. Create and post social media content (at least quarterly) to highlight updates/news.
- E. Tag the WCCMBH social medial platforms in all Provider initiated social media content that pertains to Services.
- F. Acknowledge the support of WCCMHB as appropriate in communication materials that promote Services – for example: flyers, brochures, website pages, etc.

**10. MENTAL HEALTH BOARD POLICIES.** The Provider shall conform with and abide by all policies, guidelines, rules, regulations, and instructions issued and adopted by WCCMHB, whether now or adopted during the term of this Agreement, providing that they do not materially modify the substantive provisions of this Agreement. If changes are to be made, Provider shall receive written notice of any regular monthly meeting or special meeting of the WCCMHB at which the adoption of any policy, guideline, rule, regulation, or instruction will be considered and Provider may address WCCMHB concerning any matters regarding it. Provider shall be notified

in writing of all such policies, guidelines, rules, regulations, or instructions now in effect or hereafter adopted.

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

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

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

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

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

**12. REPAYMENT.** The Provider shall prepay to the WCCMHB all or any portion of the funds received under this Agreement if the Agreement, or any part thereof, is disallowed by any court or any federal or state administrative agency of the competent jurisdiction for any reason. Provider shall repay to the WCCMHB all or any portion of the funds received under this Agreement if any breach of this Agreement or if the WCCMHB finds a violation by the Provider of any relevant WCCMHB policy.

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

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



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

**15. LEGAL COMPLIANCE.** Provider assures and certifies with respect to this Agreement that it possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passed as an official act of its governing body authoring the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative (or “designee”) of the Provider to act in connection with the Agreement and to provide such additional information as may be required by WCCMHB.

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

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

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

certifications of compliance and eligibility upon request by and to the satisfaction of the WCCMHB.

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

If to WCCMHB:  Contact:	If to Provider:  Contact: Marlana Dokken 404 Elm Street Rockford, IL 61101 <a href="mailto:mdokken@admin.wincoil.gov">mdokken@admin.wincoil.gov</a>
-------------------------------	--

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

WCCMHB Signatures:

PROVIDER Signature:

Winnebago County Community

Mental Health Board

PRESIDENT

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TREASURER

Name: \_\_\_\_\_



# WCCMHB

Winnebago County  
Community Mental  
Health Board

## Winnebago County Community Mental Health Board Work Plan Agreement

**INTRODUCTION:** This Work Plan Agreement defines the expectations the Winnebago County Community Mental Health Board has of the agency and service listed, including the work to be performed and/or the results to be achieved, for the stated contract year.

<b>Agency:</b>	Winnebago County Juvenile Detention Center
<b>Hours of Operation:</b>	Detention is open 24/7; Mental health programming to operate every day
<b>Service, Program or Project Name:</b>	Reducing Isolation through Expanded Behavioral Health
<b>Amount:</b>	\$430,935.06
<b>Contract Year:</b>	June 1, 2023 - May 31, 2024
<b>Priority Areas:</b> Primary funding category	<ul style="list-style-type: none"> <li>● Mental Health Treatment</li> <li>● Case Management</li> <li>● Crisis Response Services</li> <li>● Family and Community Support</li> <li>● Client Identification and Outreach</li> <li>● Housing</li> </ul>
<b>Target Population Served:</b> Target population served in this service, program or project.	<ul style="list-style-type: none"> <li>● Serious Mental Illness (18+)</li> <li>● Serious Emotional Disturbances (3-21)</li> <li>● Substance (Ab)use Disorders (all ages)</li> </ul>

### FUNDING AGREEMENT SPECIAL CONDITIONS

	Title	Description	Due Date	Completed
#A	Consumer Satisfaction Survey	Create consumer satisfaction survey	11/30/23	

**DEFINE THE SERVICE, PROGRAM, or PROJECT TO BE SUPPORTED OR DELIVERED** Define the service, program, project to be supported or delivered by requested funds.

With the support of the mental health sales tax, the Winnebago County Juvenile Detention Center seeks to reduce youth/adolescent isolation by addressing the behavioral health needs of detained youth through assessment, crisis intervention, therapeutic intervention, and coordination of services. This program will aim to serve 183 youth.

**OUTCOMES TO BE REPORTED FOR THIS SERVICE, PROGRAM or PROJECT**

System Capacity Outcomes

- Providers
- Wait Times
- Hours of Service
- Coordination

Individual & Family Outcomes

- Persons and Families served
- Symptom Improvement
- Criminal Justice Involvement
- Perception of Care

Community Outcomes

- Incarceration

CUSTOMER SATISFACTION COLLECTION METHOD PROVIDED

**ESTIMATED CLIENTS SERVED – UNDUPLICATED PROJECTION:**

Serious Mental Illness (18+)	55
Serious Emotional Disturbances (3-21)	90
Infant and Early Childhood Mental Health (0-5)	
Substance (Ab)use Disorders (all ages)	38
Total	183

**POSITIONS FUNDED:**

	<b>Position Title</b>	<b>Position FTE %</b>	<b>Position Qualifications</b>
#1	Therapist	3	QMHP; LCSW / LCPC preferred
#2	Supervision	.10	Master's degree in Social Service field, LCSW / LCPC preferred
#3	Grant Compliance	.10	Bachelor's degree in related field or experience

---

**Signature**

**Please Note:** by entering data into the next three (3) fields calling for insertion of your Name, Title, and Date, you are representing that you are an officer or agent for **WINNEBAGO COUNTY** duly authorized to approve the Service, Program, Project Work Plan.

Authorized Signature:

Printed Name:

Title:

Date:

---

**Mental Health Board Reviewed/Accepted**

Authorized Signature:

Printed Name:

Title:

Date:



**WCCMHB**

Winnebago County  
Community Mental  
Health Board

**Winnebago County Community Mental Health Board  
Work Plan Agreement**

**INTRODUCTION:** This Work Plan Agreement defines the expectations the Winnebago County Community Mental Health Board has of the agency and service listed, including the work to be performed and/or the results to be achieved, for the stated contract year.

<b>Agency:</b>	Winnebago County Juvenile Resource Intervention Center
<b>Hours of Operation:</b>	JRIC 11am-8pm Monday - Friday School year schedule will be Monday-Thursday 12-9pm and Friday 8am-5pm
<b>Service, Program or Project Name:</b>	Behavioral Health Implementation
<b>Amount:</b>	\$183,622.88
<b>Contract Year:</b>	June 1, 2023 - May 31, 2024
<b>Priority Areas:</b> Primary funding category	<ul style="list-style-type: none"> <li>● Mental Health Treatment</li> <li>● Case Management</li> <li>● Crisis Response Services</li> <li>● Family and Community Support</li> <li>● Client Identification and Outreach</li> <li>● Housing</li> </ul>
<b>Target Population Served:</b> Target population served in this service, program or project.	<ul style="list-style-type: none"> <li>● Serious Mental Illness (18+)</li> <li>● Serious Emotional Disturbances (3-21)</li> <li>● Substance (Ab)use Disorders (all ages)</li> </ul>

**FUNDING AGREEMENT SPECIAL CONDITIONS**

N/A

**DEFINE THE SERVICE, PROGRAM, or PROJECT TO BE SUPPORTED OR DELIVERED** Define the service, program, project to be supported or delivered by requested funds.

Increasingly, youth exhibiting significant mental health and behavioral problems have encountered the juvenile justice systems. Among with cognitive-behavioral approaches, dialectic behavior therapy (DBT) has shown particular promise for application to

corrections populations. As such, the Juvenile Resource Intervention Center seeks to intervene using the Dialectic Behavior Therapy (DBT) therapeutic model and individual and group therapy with highest risk youth. By expanding this program, DBT will be available to 75 additional youth.

**OUTCOMES TO BE REPORTED FOR THIS SERVICE, PROGRAM or PROJECT**

System Capacity Outcomes

- Providers
- Wait Times
- Hours of Service
- Coordination
- Awareness

Individual & Family Outcomes

- Persons and Families served
- Criminal Justice Involvement
- Perception of Care

Community Outcome

- Incarceration

CUSTOMER SATISFACTION COLLECTION METHOD PROVIDED

**ESTIMATED CLIENTS SERVED – UNDUPLICATED PROJECTION:**

Serious Mental Illness (18+)	20
Serious Emotional Disturbances (3-21)	40
Infant and Early Childhood Mental Health (0-5)	
Substance (Ab)use Disorders (all ages)	15
Total	75

**POSITIONS FUNDED:**

	<b>Position Title</b>	<b>Position FTE %</b>	<b>Position Qualifications</b>
#1	Therapist	1	QMHP; LCSW preferred
#2	Supervisor	.10	Master's degree in Social Service field, LCSW preferred
#3	Grant Compliance Specialist	.10	Bachelor's degree in related field or experience

-----  
**Signature**

**Please Note:** by entering data into the next three (3) fields calling for insertion of your Name, Title, and Date, you are representing that you are an officer or agent for **WINNEBAGO COUNTY** duly authorized to approve the Service, Program, Project Work Plan.

Authorized Signature:

Printed Name:

Title:

Date:

-----  
**Mental Health Board Reviewed/Accepted**

Authorized Signature:

Printed Name:

Title:

Date:





**WCCMHB**

Winnebago County  
Community Mental  
Health Board

**Winnebago County Community Mental Health Board  
Work Plan Agreement**

**INTRODUCTION:** This Work Plan Agreement defines the expectations the Winnebago County Community Mental Health Board has of the agency and service listed, including the work to be performed and/or the results to be achieved, for the stated contract year.

<b>Agency:</b>	Winnebago County Resource Intervention Center
<b>Hours of Operation:</b>	Monday - Thursday 8am-8pm; Friday 8am-5pm
<b>Service, Program or Project Name:</b>	Behavioral Health Expansion
<b>Amount:</b>	\$183,622.88
<b>Contract Year:</b>	June 1, 2023 - May 31, 2024
<b>Priority Areas:</b> Primary funding category	<ul style="list-style-type: none"> <li>● Mental Health Treatment</li> <li>● Case Management</li> <li>● Crisis Response Services</li> <li>● Family and Community Support</li> <li>● Client Identification and Outreach</li> <li>● Housing</li> </ul>
<b>Target Population Served:</b> Target population served in this service, program or project.	<ul style="list-style-type: none"> <li>● Serious Mental Illness (18+)</li> <li>● Substance (Ab)use Disorders (all ages)</li> </ul>

**FUNDING AGREEMENT SPECIAL CONDITIONS**

N/A

**DEFINE THE SERVICE, PROGRAM, or PROJECT TO BE SUPPORTED OR DELIVERED** Define the service, program, project to be supported or delivered by requested funds.

Winnebago County will expand of The Resource Intervention Center (RIC), which is a multiagency, multidisciplinary center where public and private agencies assign staff members to be co-located to deliver evidence-based, coordinated services to individuals on probation or pre-trial supervision in Winnebago County. Research indicates that focusing on high-risk individuals is the path to reducing recidivism. As

such, RIC services are only available to those deemed moderate to high-risk based on an actuarial risk assessment results. Research also indicates to not mix high and low risk individuals in a treatment setting. Bringing service providers in-house supports both research findings and is the RIC strategy for delivering all services. This proposal seeks to expand evening programming and increase RIC service offerings to include dialectic behavior therapy (DBT), individual therapy sessions, and Seeking Safety, a therapeutic model for highest risk offenders suffering from trauma, substance abuse, and/or posttraumatic stress disorder (PTSD). This program will serve an additional 120 criminal justice involved individuals.

**OUTCOMES TO BE REPORTED FOR THIS SERVICE, PROGRAM or PROJECT**

System Capacity Outcomes

- Providers
- Wait Times
- Hours of Service
- Coordination

Individual & Family Outcomes

- Persons and Families served
- Criminal Justice Involvement
- Perception of Care

Community Outcomes

- Incarceration

CUSTOMER SATISFACTION COLLECTION METHOD PROVIDED

**ESTIMATED CLIENTS SERVED – UNDUPLICATED PROJECTION:**

Serious Mental Illness (18+)	60
Serious Emotional Disturbances (3-21)	
Infant and Early Childhood Mental Health (0-5)	
Substance (Ab)use Disorders (all ages)	60
Total	120

**POSITIONS FUNDED:**

	<b>Position Title</b>	<b>Position FTE %</b>	<b>Position Qualifications</b>
#1	Therapist	1	QMHP; LCSW / LCPC preferred
#2	Supervision	.10	Master's degree in Social Service field, LCSW / LCPC preferred
#3	Grant Compliance	.10	Bachelor's degree in related field or experience
#4			
#5			
#6			
#7			
#8			

-----  
**Signature**

**Please Note:** by entering data into the next three (3) fields calling for insertion of your Name, Title, and Date, you are representing that you are an officer or agent for **WINNEBAGO COUNTY** duly authorized to approve the Service, Program, Project Work Plan.

Authorized Signature:

Printed Name:

Title:

Date:

-----  
**Mental Health Board Reviewed/Accepted**

Authorized Signature:

Printed Name:

Title:

Date:



# Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety & Judiciary Committee  
**Committee Date:** June ~~21~~4, 2023  
**Ordinance Title:** Resolution to Approve Execution of Amendment #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)  
**County Code:** N/A  
**Board Meeting Date:** June 22, 2023

## Budget Information:

Was item budgeted? Partially	Appropriation Amount: \$235,219
If not, explain funding source: Illinois Criminal Justice Information Authority	
ORG/OBJ/Project Code:	
FY2023 Budget Impact: \$35,781.00	

**Background Information:** On February 24, 2022, the Winnebago County Board accepted an award from the Illinois Criminal Justice Information Authority (ICJIA) in the amount of \$199,438 for the Violent Crime Reduction in Illinois Communities Program. The vendor was not able to hire immediately, leaving remaining funds available. The funding agency, the ICJIA also had funds remaining from their 2019 JAG Federal award to expend and agreed to extend the contract date, and add additional funds to meet budget needs. Additional funds to be disbursed as follows:

WINNEBAGO COUNTY: \$765  
GET CONNECTED 815: \$35,016

Total: \$35,781

**Recommendation:** Resolution to Approve Execution of Amendment #2 under ICJIA award # 419060 (Violent Crime Reduction in Illinois Communities Program).  
**Contract/Agreement:** Amendment attached.  
**Legal Review:** The State's Attorney's Office has reviewed and approved 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 APPROVE EXECUTION OF AMENDMENT #2 UNDER ICJIA AWARD #419060  
(VIOLENT CRIME REDUCTION IN ILLINOIS COMMUNITIES PROGRAM)**

---

**WHEREAS**, on February 24, 2022, the County of Winnebago, Illinois and the Illinois Criminal Justice Information Authority (“ICJIA”) entered into an Intergovernmental Grant Agreement (the “Agreement”) (2022-CO-022), to set forth the obligations of the Parties related to the County pledging to implement Navigator services for moderate to high-risk individuals involved, or formerly involved, in our criminal justice system; and

**WHEREAS**, the vendor was not able to hire immediately leaving remaining funds from the original award; and

**WHEREAS**, the funding agency, the ICJIA had funds remaining from their 2019 JAG Federal award to expend; and

**WHEREAS**, the ICJIA has agreed to extend the contract date, and add additional funds to meet budget needs; and

**WHEREAS**, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement 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 Amendment #2 under ICJIA Award #419060 by and between the County of Winnebago, Illinois and the Illinois Criminal Justice Information Authority, 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 Chairman’s Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

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

**AGREE**

**DISAGREE**

\_\_\_\_\_  
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

AMENDMENT TO THE GRANT AGREEMENT



BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
AND  
WINNEBAGO COUNTY

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 60 East Van Buren Street, 6<sup>th</sup> Floor, Chicago, Illinois 60605, and Winnebago County (Grantee), with its principal office at 404 Elm Street, Rockford, Illinois 61101-1239 and payment address at 404 Elm Street, Suite 533, Rockford, Illinois 61101-1239, hereby agree that the following amendment (Amendment) shall amend the Grant Agreement (Agreement), which is described below. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of a conflict, the terms of this Amendment shall prevail. This Amendment is authorized by Paragraph 26.5 of the Agreement.

WHEREAS, it is the intent of the Parties to perform consistent with all terms herein and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained in the Agreement and herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I  
AWARD AND AMENDMENT INFORMATION AND CERTIFICATION

1.1. Original Agreement. The Agreement, numbered 419060, has an original term from March 1, 2022 to September 30, 2023.

1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none): Amendment Number: 1, Effective Date: 2/13/2023.

1.3. Current Agreement Term. The Agreement expires on 9/30/2023, unless terminated pursuant to the Agreement.

1.4. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Exhibit A (Project Description)     | <input type="checkbox"/> Exhibit F (Performance Standards)   |
| <input type="checkbox"/> Exhibit B (Deliverables/Milestones) | <input type="checkbox"/> Exhibit G (Specific Conditions)     |
| <input type="checkbox"/> Exhibit C (Payment)                 | <input type="checkbox"/> PART TWO (Grantor-Specific Terms)   |
| <input type="checkbox"/> Exhibit D (Contact Information)     | <input type="checkbox"/> PART THREE (Project-Specific Terms) |
| <input type="checkbox"/> Exhibit E (Performance Measures)    | <input checked="" type="checkbox"/> Budget                   |



- Award Term
- Award Amount
- Funding Source
- Other (specify): \_\_\_\_\_

1.5. Effective Date. If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.

1.6. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of the Agreement and repayment of all Grant Funds.

1.7. Signatures. In witness whereof, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**

By: \_\_\_\_\_  
Signature of Delrice Adams, Executive Director  
Date: \_\_\_\_\_

**WINNEBAGO COUNTY**

By: \_\_\_\_\_  
Joseph Chiarelli, Winnebago County Board Chairman  
Date: \_\_\_\_\_  
E-mail: \_\_\_\_\_

By: \_\_\_\_\_  
Steve Schultz, Winnebago County Chief Financial Officer  
Date: \_\_\_\_\_  
E-mail: \_\_\_\_\_

By: \_\_\_\_\_  
Marlana Dokken, Director of Chairman’s Office of Criminal Justice Initiatives  
Date: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**ARTICLE II  
AMENDMENTS**

2.1. Amount of the Agreement. Grant Funds shall not exceed \$235,219, of which \$235,219 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**Section C - Budget Worksheet & Narrative**

**Budget Summary**--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>	Last budgeted	Actual Spent	Lapsing Funds	New Projected	Lapsing Funds	Additional Fund requested/projected minus lapse.
1. Personnel	\$ 36,121.00	\$ -	\$ 36,121.00	\$41,246.00	\$16,435.00	\$24,811.00	\$19,686.00	\$24,811.00	-\$5,125.00
2. Fringe Benefits	\$ 24,365.00	\$ -	\$ 24,365.00	\$23,699.00	\$8,213.00	\$15,486.00	\$16,152.00	\$15,486.00	\$666.00
3. Travel	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Equipment	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Supplies	\$ 5,168.00	\$ -	\$ 5,168.00	\$0.00	\$0.00	\$0.00	\$5,168.00	\$0.00	\$5,168.00
6. Contractual Services	\$ 160,499.00	\$ -	\$ 160,499.00	\$125,483.00	\$78,544.00	\$46,939.00	\$81,955.00	\$46,939.00	\$35,016.00
16. Indirect Costs	\$ 9,066.00		\$ 9,066.00	\$8,995.00	\$4,965.00	\$4,030.00	\$4,101.00	\$4,030.00	\$71.00
<b>TOTAL PROJECT COSTS</b>	\$ 235,219.00	\$ -	\$ 235,219.00	\$199,423.00	\$108,157.00	\$91,266.00	\$127,062.00	\$91,266.00	\$35,796.00
				plus					
				\$15 from awarded amount					
				\$199,438	\$108,157	\$91,281	\$127,062	\$91,281	\$35,781
									\$765 more for Winnebago
									\$35,016 for GC815



# Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** June 14, 2023  
**Ordinance Title:** Resolution to Approve Execution of Sub-award Agreement #2 under ICJIA award #419060 (Violent Crime Reduction in Illinois Communities Program)

**County Code:** N/A

**Board Meeting Date:** June 22, 2023

**Budget Information:**

Was item budgeted? Partially	Appropriation Amount: \$81,955
If not, explain funding source: Illinois Criminal Justice Information Authority	
ORG/OBJ/Project Code:	
FY2023 Budget Impact: \$35,016.00	

**Background Information:** On February 24, 2022 the Winnebago County Board accepted an award from the Illinois Criminal Justice Information Authority (ICJIA) and authorized Sub-award Agreement #1 with Get Connected 815 to carry out services of the award in the amount of \$125,483. The primary service provision is to provide Navigators for moderate to high-risk individuals involved, or formerly involved, in our criminal justice system. The vendor was not able to hire immediately, leaving a remainder of \$46,939 out of the total \$125,483 in Sub-award Agreement #1. The vendor has learned they are not able to operate their business without advance payment. As such, this Ordinance is requesting the following:

- 1) Enter into new sub-award agreement #2 utilizing \$46,939 remaining plus an increase in the budget of \$35,016. The \$46,939 is part of the original funded amount of \$125,483.00 in sub-award Agreement #1 but was lapsed in the period between March 1, 2022 and February 28, 2023. The new sub-award agreement #2 will total \$81,955.
- 2) Back date new sub-award agreement #2 to 3/1/2023 through 9/30/2023 to align with the main ICJIA award #419060 term dates.
- 3) Allow for advance monthly payments on sub-award agreement #2 starting 07/01/2023.

**Recommendation:** Approve Resolution to Approve Execution of Sub-award Agreement #2 under ICJIA award #419060.

**Contract/Agreement:** Sub-Recipient Agreement attached.

**Legal Review:** The State's Attorney's Office has reviewed and approved the sub-recipient agreement.

**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 APPROVE EXECUTION OF SUB-AWARD AGREEMENT #2 UNDER ICJIA  
AWARD #419060 (VIOLENT CRIME REDUCTION IN ILLINOIS COMMUNITIES PROGRAM)**

---

**WHEREAS**, on February 24, 2022, the County of Winnebago, and Get Connected 815 (“Get Connected”) entered into an Agreement (the “Agreement”) (2022-CO-022), to set forth the obligations of the Parties related to the County pledging a portion of its award from the Illinois Criminal Justice Information Authority (ICJIA) to provide Navigator services for moderate to high-risk individuals involved, or formerly involved, in our criminal justice system; and

**WHEREAS**, the vendor was not able to hire immediately leaving remaining funds from the original award; and

**WHEREAS**, the funding agency, the Illinois Criminal Justice Information Authority had funds remaining from their 2019 JAG Federal award to expend; and

**WHEREAS**, the funding agency, the Illinois Criminal Justice Information Authority has agreed to extend the contract date, and add additional funds to meet budget needs; and

**WHEREAS**, the vendor has not been able to establish consistent payroll and is requesting advance payment; and

**WHEREAS**, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement 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 Sub-Award Agreement #2 Agreement by and between the County of Winnebago, and Get Connected 815, 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 Chairman’s Office of Criminal

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

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

**AGREE**

**DISAGREE**

\_\_\_\_\_  
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



<b>ORGANIZATION AND GRANT SPECIFIC INFORMATION</b>	
<b>Organization (“GRANTOR”)</b>  Name: <b>Winnebago County</b> Address: 404 Elm Street Rockford, IL 61101	<b>Organization (“SUBRECIPIENT”)</b>  Name: Get Connected Address: 815 N. Church Street Rockford, IL 61103 EIN No.: 84-3713588 DUNS No.: 118114827 SAM Cage Code: 93R56 SAM CCR Expiration Date: 05/21/2023
<b>Fund Information</b>	
<b>Award Type:</b> Extension	
<b>State Award ID No. (SAIN) (if awarded by/through State):</b> n/a	
<b>CFSA No.:</b> 546-00-2094	
<b>CFSA Title:</b> Edward Byrne Justice Assistance Grant (JAG)	
<b>CFDA No. and Title (if Federal):</b> 16.738	
<b>CFDA Title:</b> Edward Byrne Memorial Justice Assistance Grant Program (JAG)	
<b>Federal Award ID No. (FAIN, if Federal):</b> 2019-DJ-BX-0055	
<b>Federal Award Date:</b> October 01, 2018	
<b>Amount Obligated by this Action:</b> \$1,000,000.00	
<b>Federal Agency (if Federal):</b> n/a	
<b>Project Information</b>	
<b>Sub award Period of Performance:</b> March 1, 2023 – September 30, 2023	<b>Total Maximum Amount Funded Under this Sub award Agreement:</b>  \$46,939 of remaining funds from Subaward #1 plus an increase of \$35,016 for a total maximum amount of \$81,955 funded under this Sub award Agreement #2.  The \$46,939 is part of the original funded amount of \$125,483.00 but was not used in the period between March 1, 2022 and February 28, 2023.
<b>Indirect Cost Rate:</b> 10%	
<b>Is Award R &amp; D:</b> n/a	
<b>Description Title of Project:</b> Violent Crime Reduction in Illinois Communities (VCRIC) Program / Winnebago County Partnerships and Strategies to Reentry Navigator Program	
<b>Agreement No.</b> 419060 – Subaward #2	

**AGREEMENT WITH GET CONNECTED  
FOR VIOLENT CRIME REDUCTION IN ILLINOIS COMMUNITIES**

This AGREEMENT (hereinafter “Agreement”) is entered into this 1<sup>st</sup> day of March, 2023, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter “Grantor” or “County”) and Get Connected (hereinafter “Sub-recipient”). The County and Sub-recipient are collectively referred to herein as “Parties” or individually as a “Party”.

**RECITALS**

**WHEREAS**, Get Connected agrees to implement Violent Crime in Illinois Communities, Fiscal Year 2019, 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. ALLOCATION OF COST.**

- A. Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed Eighty one thousand nine hundred and fifty-five dollars (\$81,955) 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.
- B. Grantor agrees to prepay the Sub recipient for the purpose of establishing a payroll fund. Sub recipient recognizes that any prepayment of any of the unpaid balance of this Agreement, whether voluntary or involuntary or resulting from an Event of Default by Sub recipient, will result in Grantor’s incurring loss, including reinvestment loss, additional expense and frustration or impairment of Grantor’s ability to meet its commitments to third parties. Sub recipient agrees to pay to Grantor upon demand damages for the detriment caused by any prepayment, and agrees that it is extremely difficult and impractical to ascertain the extent of such damages. Sub recipient further acknowledges that the prepayment provisions of this Agreement are a material part of the consideration for the prepayment, and that the terms of this Agreement are in other respects more favorable to Sub recipient as a result of the Sub recipient’s voluntary agreement to the prepayment provisions.
- C. Grantor shall pay the Sub recipient to cover its estimated disbursement needs for an initial period of up to one (1) month in advance. Thereafter, the Sub recipient shall submit the previous months actual costs for reimbursement. Starting July 1, 2023, this shall be done on a



monthly basis, by the 5<sup>th</sup> of the month, and in an invoice 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. The Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

- D. Further, Federal funds received under this Agreement shall be managed in accordance with 2 CFR 200.305 which includes but is not limited to:
- 1) **Cash Management Improvement Act of 1990.** Unless notified otherwise, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 501 *et seq.*) and any other applicable federal laws or regulations. *See* 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.
  - 2) **Interest.** All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9). Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable. Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).
  - 3) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. *See* 2 CFR 200.305.
  - 4) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. *See* 2 CFR 200.302.
  - 5) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. *See* 2 CFR 200.305.

## **SECTION 2. PARTIES' RESPONSIBILITIES.**

- A. The County shall managing matters including, but not limited to:

- 1) Payments to each contractor or Sub recipient.
- 2) Ensuring timely submission of reports.
- 3) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules.

B. Get Connected 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 – Grantee Award (*See Section 12 below*)

### **SECTION 3. 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 5.

### **SECTION 4: EFFECTIVE DATE AND TERM.**

This Agreement shall be effective from March 1, 2023 through September 30, 2023, or unless otherwise terminated as provided in Section 6. The term shall not be extended.

### **SECTION 5. 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 6. 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 7. ASSIGNMENT.**

Neither party shall assign this Agreement without the prior written approval of the other party.

**SECTION 8. AMENDMENTS.**

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

**SECTION 9. 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 GET CONNECTED:

Get Connected  
Attn: Tretara Flowers  
815 N. Church Street  
Rockford, Illinois 61103

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 10. 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 17<sup>th</sup> Judicial Circuit of Winnebago County, Illinois.

**SECTION 11. 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 Exhibit E, including but not limited to all “pass-through” requirements and Part 200 Uniform requirements.

**SECTION 12. 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 13. 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 14. 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 15. 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 16. AUTHORITY**

The Grantor and Sub-recipient each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Grantor and Sub-recipient hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

*<signature page follows>*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**COUNTY OF WINNEBAGO, ILLINOIS**

an Illinois body politic and corporate

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

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

**GET CONNECTED**

\_\_\_\_\_  
Tretara Flowers  
Executive Director  
Get Connected

Date: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF WORK**

<p>Does your organization fully understand and is aware of their role and responsibilities as subgrantee? <b>Yes, Get Connected fully understands its role as a subgrantee and the responsibilities the organization will be tasked with if ICJIA approves it to be one.</b></p>
--

<p>Does your organization understand that lesser awarded amounts must be prorated among all collaborative partners? <b>Yes, Get Connected understands this.</b></p>
---

**Statement of Need**

<p><b>What community domestic violence or gun violence needs will be addressed by this program?</b></p>
---

<p>Response: Get Connected aims to address gun violence by implementing a hybrid of evidence-based practices that address precursors to crime. Get Connected’ s approach will identify and address not only historical and static factors that identify the people and places that are likely to be involved in criminal behavior, but also the dynamic (or changeable) needs, on both an individual level and the community/systems-level (individual level being substance abuse, mental health functionality, or personal relationships; community-level being lack of access to resources for certain areas or changes in the geographical features in an area). This approach will target the individuals at highest risk for perpetrating gun violence using the Risk-Needs-Responsivity (RNR) Model which will help identify the static and dynamic factors that influence whether or not these individuals reoffend. This model is expected to be more effective because it involves evidence-based practices to assess and to address these multi-level needs using Navigators, which will then be available to guide community resource management.</p>
---

<p>Looking at the components of this approach, the Risk-Needs-Responsivity (RNR) model will prioritize the needs of individuals, addressing the highest needs with the highest dosage of resource navigation and concentrated services. The target population will be individuals who are high risk (as defined by the RNR assessment) and on parole, probation, or pre-trial release, and focus on high need areas identified by their RNR assessment (including pro-social supports, employment, and educational goals). The chaos and disconnection of resource access points for services that address risk factors to violence (including gun violence) among individuals, including mental health treatment, substance abuse treatment, transportation, and housing will be addressed through Navigators. Get Connected and Winnebago County also plan to use lessons learned from past iterations of this model to allow for a higher dosage of treatment than ever before by employing Navigators outside traditional business hours (when the need for services is high) and on weekends. Finally, by utilizing a partnership between a relatively new, grassroots organization led by a formerly incarcerated individual with strong ties to the community, that understands firsthand the barriers that individuals being released from incarceration face on a local level and local government, who can provide a guiding hand in understanding grant reporting, compliance issues, and other issues that are often barriers to successfully implementing publicly funded grant programs will allow partners to address community gun violence in new ways and will utilize the strengths of both organizations for a common goal.</p>
---

**Program Design**

**Describe your agency’s proposed activities, role, and responsibilities within the collaborative partnership and how they will address issues identified in your Statement of Need.**

Response: Get Connected and Winnebago County, as grant partners, will be the collaborators that work most closely in this partnership. Get Connected will provide employ and oversee one (1) Part Time Call Center Coordinator, and four (4) Part Time Navigators to complement the existing Focused Deterrence Reentry Program run by Winnebago County. These staff will utilize the Risk-Needs-Responsivity model to provide assistance (including a higher treatment dosage than currently available from the Winnebago County Focused Deterrence Reentry Program alone) for high-risk individuals returning from jail or prison to meet their needs during evening and weekend hours. Individuals who are part of the Focused Deterrence Reentry Program that need a higher treatment dosage will be prioritized for service by Get Connected Navigators, although services will not be limited to this population. Navigators will work in the field, connecting individuals to resources, encouragement, and positive social associations to help them succeed and to reduce their risk of reoffending and participating in violence, particularly gun violence.

Get Connected’ s role in the partnership will be to ensure participants have a risk assessment and service plan and will use these to begin the service enrollment process. In addition, Get Connected will assist participants with following the service plan and will help them create custom solutions to address real life barriers. They will also assist participants with pro-social engagement & awareness, as well as aid them in increasing their awareness of resources and their financial literacy.

**Explain how your proposed program activities will coincide with proposed services to be provided by others in the collaborative and how they will serve needs of the community.**

Response: Get Connected is the only funded Collaborative partner. However, the organization is a collaborative partner with the Winnebago County Focused Deterrence Reentry program which will serve as a referral source.

The organization also partners with Partnerships and Strategies to Reentry, Winnebago County’s multi-disciplinary reentry group. Get Connected and Winnebago County will also collaborate extensively through the Grants Compliance Coordinator (GCC), funded through Winnebago County’s grant funds. While the responsibility of verifying eligibility, service delivery, and collecting data lies with Get Connected, the GCC will be responsible for quality assurance and model fidelity by:

- Ensuring data reflects that risk assessment results are obtained and clients served are meeting the eligibility requirement of being high risk.
- Monitoring whether GC is in compliance with achieving organizational goals within the parameters of the grant.

GC will also put an emphasis on education as an alternative to participants’ pre-incarceration lifestyle. Working with local colleges such as Rock Valley College and Rockford Career College, GC will facilitate tours and events to create exposure to and familiarity with the different higher education and career/technical training options available to them. This will include events like informational sessions about the FAFSA process, academic offerings, and meetings with admissions advisors. Based on previous initiatives of this nature conducted by the Executive Director, GC can even work with schools to set up placement and admissions testing. Since initially undertaking these activities with participants, at least 3 of the individuals who participated in these activities have since graduated and at least one of them is now employed by a trade union, providing for himself and his family, earning a living wage

and potentially stopping the generational poverty and criminal behavior that may have otherwise continued without intervention.

Get Connected plans to also place a heavy emphasis on guiding participants in getting and maintaining employment that will lead to a career. This will include working with community providers and professionals through events such as employment workshops to introduce new concepts to participants to help them build the skills necessary to do this, such as the basics of self-branding, how to effectively search for employment, the difference between a resume and an application (and the best way to get either noticed by an employer), and what barriers to expect when looking for employment and how to best prepare to address them. In addition, if a subject is determined to be needed for multiple clients, the GC Executive Director will conduct the workshops, before clients work to address the subject matter individually with their Navigators. In addition to these group activities, Navigators will also provide one-on-one employment assistance for clients to teach them to create a resume, conduct mock interviews, and link them directly to appropriate employment opportunities.

Although not funded partners, Get Connected plans to partner with a number of local pro-social support groups, such as Alcoholics Anonymous, Narcotics Anonymous, and the Fatherhood Encouragement Project, as appropriate. These partnerships will be made in the form of warm handoffs from Navigators to the social support groups, meaning that whenever a group is identified for inclusion in the individual’s plan, the Navigator will join them to attend at least their first session. These warm handoffs will be as appropriate as possible, meaning that for example, if a female Navigator refers a male client to the Fatherhood Encouragement Project meetings, that Navigator would introduce their client to a male Navigator who would then attend that meeting with the client. After the client’s initial engagement with the group, Navigators will also check in to ensure that clients feel comfortable with these groups, are engaging, and are connecting with positive new friends to build and maintain lasting friendships with positive social supports. The objective with these groups will be to build new, positive social networks to keep clients from feeling that they have to return to their previous, negative environments.

In addition to the aforementioned, Get Connected staff will also provide services based on identified needs of clients, such as:

- Follow-up and engagement with court support services to assist with keeping track of caseloads and matriculation of clients through the legal system.
- Assistance with child support research and assistance,
- Assistance with housing referrals,
- Referral to and warm handoffs to mental health and addiction resources, and
- Support in addressing basic and immediate needs, such as food, shelter, and clothing

**Describe how the proposed activities reflect and promote the values of diversity, equity, and inclusion.**

Response: Get Connected services will reflect and promote values of diversity, equity, and inclusion. Each program will be implemented by staff are from diverse backgrounds and will share lived experiences with those individuals and families being served. The program values aim to have a diverse impact while creating equitable awareness. Including individuals in all aspects of programming, including volunteers, in order to represent a melting pot of people is a core belief of Get Connected as an organization. The activities proposed here are designed to be able to be performed by anyone with



any background from any socioeconomic class regardless of nationality or gender, and the hiring process will aim to bring on staff from as diverse a cross section of the population as possible, taking special care to try to mirror the characteristics of the clients being served, so that participants will be able to relate more easily to staff and facilitators they work with. Get Connected places strong emphasis on the organization’s ability to meet participants where they are, regardless of their current condition of life, where they currently live, or where they fall on the spectrum of readiness to change.

**Describe how the proposed activities reflect and promote the value of restorative justice.**

Response: Get Connected’s proposed activities put a strong emphasis on reconciling offenders with the community and focus on mitigating the high-risk factors that contribute to their successful deterrence from gun violence or zero entry to gun violence.

Furthermore, by not only learning to obtain, but maintain gainful employment and financial independence, program participants will begin to contribute to the economic footprint of the community and find their role as a productive member of the community, often for the first time in their lives. This will help them more fully integrate into and reunite with the community as equal members, thus promoting restorative justice.

Even the structure of the program (such as hiring, training, and selection of participants) is based on the principles of restorative justice. The Executive Director of Get Connected will oversee the hiring and training process and those hired will be former offenders, all of whom understand, and are compassionate to, the needs of the target population. The program seeks restorative justice except when to do so would harm others. Because our program serves high-risk reentrants, the latter is often a determining factor.

Finally, developing and working with individuals to implement the service plans based on the results of the individuals risk assessment, following the Risk-Needs-Responsivity model, as well as conducting community-based, one-on-one case management services, reflect and promote the values of restorative justice. They do so because the services are based on the principles that 1) offenders must take responsibility and atone for their transgressions, and that 2) if they are willing to do their part, the community from which they were separated from will make available to them the resources they need to live a full and productive life, giving each an equal role in strengthening the community to prevent further harm.

**Staffing**

**List and describe all staff positions assigned to the proposed program, including roles and responsibilities. Include name of position, funding type (funded, non-funded, interns, or volunteer), program job duties, required experience, reporting, and supervision structure.**

Response: The following positions will be responsible for completing the proposed grant-funded activities and will be dedicated to carrying out program activities. All positions will be 100% grant-funded, with the exception of the Get Connected Executive Director, who is funded through Get Connected general funds, but included here due to the vital supervisory role the position has relative to the proposed project.

POSITION TITLE: GET CONNECTED EXECUTIVE DIRECTOR

**Roles and Responsibilities:** The Get Connected Executive Director (who is also the Founder of Get Connected) will act in a supervisory role for the program, ensuring program activity meets all applicable requirements of the organization, Winnebago County, and ICJIA. This is a non-grant funded position covered by Get Connected from non-grant funds to allow more grant funding to be allocated for direct services.

**Required Experience/Qualifications:** This position requires a minimum of a bachelor’s degree in business, social work, criminal justice, or a related field, as well as a minimum of two years of experience implementing services that address the impact of violence on individuals and communities, preferably serving offenders and practicing restorative justice. This person will have lived experience.

**Reporting & Supervision Received** – This role reports to the Director of the Winnebago County Chairman’s Office of Criminal Justice Initiatives and the Get Connected Board of Directors.

POSITION TITLE: GET CONNECTED CALL CENTER COORDINATOR

**Roles and Responsibilities:** The Get Connected Call Center Coordinator (CCC) will be responsible for fielding all incoming calls and ensuring they are routed to the correct Get Connected staff member (Navigator). The CCC will be the first point of contact for clients coming into contact with GC. When they receive the initial call and/or referral for individuals needing services, the CCC will be responsible for screening clients for services and entering their information into the Get Connected client database. The CCC will also manage the caseload rotation for Navigators, tasked with determining the next available navigator to connect with the client and managing the master Navigator calendar so that they can schedule clients for their initial intake appointment. The CCC will also be responsible for providing appointment reminders to clients to increase likelihood of client attendance for appointments with Navigators. The CCC will perform periodic check-ins with Navigators as an added measure of safety for staff working in the field. They will also assist with monitoring Navigator documentation compliance and will ensure that Navigators are fulfilling all documentation requirements describing client engagement, activities, and services rendered. They will assist the Executive Director with planning workshops, training, and other events by helping to coordinate these and assisting the ED in making contact with any necessary outside agencies and event planning to ensure all activities are planned and implemented as described in the proposal. The CCC will finally be responsible for ensuring that all incoming clients provide the necessary information from their Risk-Needs-Responsivity assessment to the Navigator they are paired with.

**Required Experience/Qualifications:** This position requires a minimum of an Associates or Technical Degree in Business, Social Work, Criminal Justice, Public Health, or a related field, as well as a minimum of one year of experience working in an administrative or coordinating capacity in a program that provides direct client services to marginalized populations. Lived experience (whether personal or through a family member or friend) preferred.

**Reporting & Supervision Received:** This role reports to the Get Connected Executive Director.

POSITION TITLE: PART-TIME NAVIGATORS

**Roles and Responsibilities** – Four (4) Navigators supplement the work of parole, probation, and other community programming (covered by non-VCRIC funding) by dedicating evening and weekend hours to the needs of high-risk individuals on pre-trial release, parole, or probation. They will assess the social service needs of clients by performing intake appointments and using the information provided by the risk assessment (ensuring the information from this assessment is provided by clients at the first

appointment), and following the Risk-Needs-Responsivity (RNR) model, make an initial plan as to which pro-social networks, meetings, and events may be beneficial to the client. This planning process will be a collaborative process with the client, with the Navigator serving as an educator and facilitator, but with the client maintaining responsibility and control as to which services will be incorporated into the client’s service plan. These staff will be responsible for connecting clients to services and pro-social support using an intro-refer module (consisting of introducing those referred to case managers, social workers, treatment providers, etc. during the referral process to ensure a valued connection that will result in engagement). The Navigator will also assist clients in accessing the range of direct individual services identified in their risk assessment needed to complete their pre-trial, probation, and/or parole board orders and connect them with peer support and they will meet regularly with clients to support case plan progress. Navigators will follow up with clients after resource workshops/events/classes. They will also work as a trusted partner with probation/parole and other court services to ensure clients are fulfilling all requirements and remain in compliance with all requirements.

**Required Experience/Qualifications** – Navigators will have lived experience and be trained by the Get Connected Executive Director on matters concerning Risk, Needs, and Responsivity. Requirements for the position are 2 years out of incarceration with clean time consisting of, but not limited to, changed thinking. Navigators will have knowledge of community services and peer support services and where they lack in knowledge of community services and peer support, they will research to learn of available opportunities.

**Reporting & Supervision Received** – Navigators will be supervised by the Get Connected Executive Director.

**Describe how staff positions will implement processes to ensure decision-making will draw from local knowledge, experience, evidence-based research, or promising practices to deliver appropriate services to the community.**

Response: Get Connected draws it’s’ strength as an organization from the experience and local knowledge of its leadership, employees and volunteers. The organization’s all volunteer board is diverse and represents community members from all stations and areas of life, but all board members have had their lives personally impacted by the struggles of reentry from prison in some way, whether by personal experience or experience through friends or loved ones. The board’s strength comes from the commitment of its members and the shared passion for assisting these individuals as they work to transition back into the community and for improving the community by promoting principles of restorative justice to reduce levels of violent crime, particularly gun crime. The Executive Director/Founder is a formerly incarcerated individual who understands the struggles Get Connected’s clients face as they work to make this transition and has extensive knowledge of the resources and barriers to those resources within the local community, as she has gone through the process herself and since dedicated her life to offering a helping hand to others as they travel down the same path. In addition to her personal experience through the journey of reentry, she has also worked as a Navigator in the community’s very first ICJIA grant funded Navigator program, and after the program used all available funding, she remained so committed to the mission of the program, she founded Get Connected to continue to use her knowledge and expertise to ensure continued availability of the resources developed in the first Navigator program.

The positions described in this grant program were built upon the original Navigator position's responsibilities and duties, with adjustments made based on lessons learned from the previous program's implementation. Since the previous implementation of the Navigator program was designed based on evidence-based research, the same value and validity of program design carry through for this program as well. To put it simply, all the values, principles, and plans that Get Connected was built upon from day one has been for the express purpose of preparing to implement a program like the one ICJIA is describing in the VCRIC funding opportunity announcement. Since each Navigator will be responsible for proposing service plans after performing the initial assessment, the decision-making for delivery of services to Get Connected clients will be built upon recommendations that are heavily influenced by the knowledge, experience, and resource awareness of the GC Navigators. Further, reviewing service plans in team meetings with Navigators, the Get Connected Executive Director, and the Winnebago County Grant Compliance Coordinator will allow for infusion of the collective knowledge of the program team into the service plans (and thus the provision of service in general) for Get Connected clients.

**Subgrantee Experience and Capacity**

Describe your organization's capacity and experience in providing domestic violence or gun violence reduction services in the community. Describe how you will leverage experiences and capacity of the collaborative partners for the success of the program.

Response: Get Connected is fully prepared to implement this program and has the capacity to successfully meet all requirements of the VCRIC program as stipulated in the ICJIA funding announcement. This capacity comes from the Executive Director's (also the staff supervisor) previous experience in working with similar programs funded by ICJIA, as well as the support of prime grantee, Winnebago County, in providing subgrantee oversight and hands-on guidance for program implementation. By working closely with the Grant Compliance Coordinator (GCC), Get Connected is confident the program will remain in compliance with all grant requirements, and that any issues that could impact GC's compliance will be addressed and resolved before they become issues as a result of the technical assistance oversight provided by Winnebago County. Furthermore, since this experience was gained during the Executive Director's experience implementing programming designed to provide gun violence reduction services in the community, this knowledge will be applied to this program to help ensure the success of the program in achieving its goals and objectives as stated in the proposal.

Finally, Get Connected's Board of Directors includes an individual that has written and managed grant awards (including grants providing domestic violence or gun violence reduction services in the community) for over a decade that has agreed to provide additional technical assistance as needed to ensure that GC is able to access the necessary experience and capacity to ensure program success.

**Scope Revisions:** Subrecipient shall obtain prior approval from Winnebago County whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions shall be submitted in writing to Winnebago County for approval. All requests for Scope revisions that require Awarding Agency approval shall then be submitted by Winnebago County to the Awarding Agency for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Winnebago County and, when required, the Awarding Agency gives written approval. See 2 CFR 200.308.

**EXHIBIT B**  
**BUDGET and BUDGET NARRATIVE**

**See attached budget and budget narrative for this Sub award.**

**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. 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 programming and funded personnel / equipment is having the desired effect.

<b>Overall Goal of your Program:</b> To reduce violent crime in the community.	
<b>Process Objectives</b>	<b>Performance Measures</b>
Enroll 35 high risk probations/parolees/pre-trial releases via referrals by 09/30/2023	# Enrolled by 09/30/2023
Navigators collaborate to develop 1 Pop Up event based on current participant need (health/finances/legal/pro-social support)	# Pop Up event delivered by 09/30/2023
Engage 25 participants in employment-related goals (resume, job search, applications, interviews) by 09/30/2023	# Participants engaged in employment-related goals by 09/30/2023
Engage 25 participants in education-related goals by 09/30/2023	# Participants engaged in education-related goals by 09/30/2023
Engage 15 participants in reentry support groups 09/30/2023	# Participating in reentry group by 09/30/2023
<b>Outcome Objectives</b>	<b>Performance Measures</b>
80% enrolled, and will remain engaged w/Navigators for at least 3 months	% Remaining engaged w/Navigators for at least 3 months
25 Individuals reached through Pop Up Event	# Individuals participating in Pop up event
15 Individuals will obtain Full Time Employment	# Individuals obtaining full time employment
20 individuals will create at least one education goal by 09/30/2023	# Individuals, # education goals set by 09/30/2023
25% of education goals set will be completed by 09/30/2023	% Completed by 09/30/2023
80% engaged in reentry support, will remain engaged for 3 months	# Individuals engaging in, # remaining engaged in reentry support for 3 months
[Less than] 10% of those engaging in PT Navigator services will be rearrested for a <u>violent offense</u> .	% Of high-risk individuals engaged in PT Navigator services rearrested for violent offense.

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.

<b>REPORTING SCHEDULE</b>		
<b>Reporting Period</b>	<b>Date Required</b>	<b>Due Date</b>
April - June	Date Report, quarterly timekeeping certifications, financial reports	January 10, 2023
July - September	Date Report, quarterly timekeeping certifications, financial reports	April 10, 2023
October - December	Date Report, quarterly timekeeping certifications, financial reports	July 10, 2023

January - March	Date Report, quarterly timekeeping certifications, financial reports	October 10, 2023
Final Close Out	Date Report, quarterly timekeeping certifications, financial reports, 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.

<b>Winnebago County Contacts</b>	<b>Sub recipient Contacts</b>
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Administrative Contact (Reports)</u> Name: Tretara Flowers Title: Executive Director Address: 815 N. Church Street, Ste 101 Rockford, IL 61103  Telephone: 815-329-5199 Email: <a href="mailto:tretara@getconnected815.org">tretara@getconnected815.org</a>
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101  Telephone: (779) 707-0906 Email: <a href="mailto:pthompson@wincoil.us">pthompson@wincoil.us</a>	<u>Program Contact</u> Name: Tretara Flowers Title: Executive Director Address: 815 N. Church Street, Ste 101 Rockford, IL 61103  Telephone: 815-329-5199 Email: <a href="mailto:tretara@getconnected815.org">tretara@getconnected815.org</a>
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Payments Sent to:</u> Name: Tretara Flowers Title: Executive Director Address: 815 N. Church Street, Ste 101 Rockford, IL 61103  Telephone: 815-329-5199 Email: <a href="mailto:tretara@getconnected815.org">tretara@getconnected815.org</a>

**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 U.S.C. 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 U.S.C. 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 U.S.C. 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 "*Funding provided in whole or in part by Winnebago County and the Criminal Justice Information Authority.*" Exceptions to this requirement must be requested, in writing, from Grantor, subject to ICJIA approval, and will be considered authorized only upon written notice thereof to Grantee.
- 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**  
**GRANTEE AWARD**

In the event of any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions of the Illinois Criminal Justice Information Authority agreement with Winnebago County #419060 (ICJIA), the terms and provisions of the ICJIA Agreement shall prevail.

See attached 419060 Amendment # 1 to Agreement and 419060 Agreement.

