

PUBLIC SAFETY COMMITTEE

AGENDA

Called by: Aaron Booker, Chairman
Members: Fred Wescott, John
Butitta, Paul Arena, Angie Goral,
Dan Fellars, Dorothy Redd

DATE: THURSDAY, MAY 7, 2020
TIME: 5:30 PM
LOCATION: VIRTUAL MEETING – ZOOM
(WINNEBAG COUNTY YOUTUBE LIVE)

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of February 6, 2020 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety 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 Approving Subcontractor Agreement for the Department of Justice Violence Against Women FY15 Justice for Families Grant
- F. Resolution Authorizing the Execution of a First Extension of Agreement Between Winnebago County, Illinois and Remedies Renewing Lives for the Domestic Violence Mental Court Technical Assistance Grant
- G. Other Matters
- H. Adjournment

**Winnebago County Board
Public Safety Committee Meeting**
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, February 6, 2020
5:00 PM

Present:

Aaron Booker, **Chairman**
Fred Wescott
Dorothy Redd
John Butitta

Others Present:

Steve Chapman, Interim County Administrator
Jim Noe, Rosecrance

Absent:

Angie Goral
Dan Fellars
Paul Arena

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of November 20, 2019 Minutes
- D. Public Comment
- E. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with Rosecrance for the Jail Alternate Treatment Program
- F. Other Matters
- G. Adjournment

Chairman Booker called the meeting to order at 5:00 PM.

Motion to approve the Minutes of November 20, 2019

Moved: Mr. Butitta, Seconded: Mr. Wescott.

Motion passed by unanimous voice vote.

Public Comment

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

Resolution Authorizing the Chairman of the County Board to Execute an Agreement with Rosecrance for the Jail Alternate Treatment Program

Motion by Mr. Butitta and Seconded by Mr. Wescott.

- A discussion followed.

Motion passed by unanimous voice vote.

Other Matters

None

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

Respectfully submitted,

Amy Ferling
Administrative Assistant

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

2020 CR _____

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENT FOR THE
DEPARTMENT OF JUSTICE VIOLENCE AGAINST WOMEN FY15 JUSTICE FOR
FAMILIES GRANT**

WHEREAS, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families Grant (hereinafter the "Grant"); and

WHEREAS, in order to provide the Grant deliverables, the County desires to contract with Prairie State Legal Services as a subcontractor (hereinafter the "Subcontractor"); and

WHEREAS, the understanding between the County and the Subcontractor related to the terms under which the Subcontractor will provide the necessary Grant services is set forth in the agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the agreement between the County of Winnebago and Prairie State Legal Services is approved in substantially the same form as the agreement attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to execute the agreement attached hereto as Exhibit A.

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

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

**Respectfully submitted,
PUBLIC SAFETY COMMITTEE**

AGREE

DISAGREE

Aaron Booker, Chairman

Aaron Booker, Chairman

Fred Wescott

Fred Wescott

John Butitta

John Butitta

Paul Arena

Paul Arena

Angie Goral

Angie Goral

Dan Fellars

Dan Fellars

Dorothy Redd

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2020.

Frank Haney, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:

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

**AGREEMENT BETWEEN WINNEBAGO COUNTY,
ILLINOIS AND PRAIRIE STATE LEGAL SERVICES**

This Agreement is made and entered into this ____ day of ____, 2020, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Prairie State Legal Services with an address at 303 N. Main Street #600, Rockford, Illinois 61101 (hereinafter the "Subcontractor").

WHEREAS, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families grant (hereinafter the "Grant"); and

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

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

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

1. **Term**: The term of this Agreement shall begin on October 1, 2019 and terminate on September 30, 2021 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

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

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

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

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of the Pro Bono Coordinator for administrative oversight of the Pro Bono Attorney Project at a rate of 3% of the Coordinator's annual salary and benefits for a total amount not to exceed \$1,531.23 for the term of this Agreement.

(b) Subcontractor shall submit invoices via email to: Nicole Ticknor at nticknor@17thcircuit.illinoiscourts.gov or to such other address as County may designate in writing. When submitted such invoices must describe in detail all work performed during the invoice period and itemize and explain all expenses for which reimbursement is claimed. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

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

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

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

4. **Records:**

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

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

(c) During the term of this Agreement and the required retention period, the County shall have the right of access to any books, documents, papers, or other records of Subcontractor

which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts.

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

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

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

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

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

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

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

6. Termination:

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Prairie State Legal Services
Attn: Managing Attorney
303 N. Main St.
Suite 600
Rockford, IL 61101

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

16. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties

related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

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

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

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

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

THE COUNTY OF WINNEBAGO

By: _____

PRAIRIE STATE LEGAL SERVICES

By: _____

Michael O'Connor, Executive Director