

# **City of Joliet**

150 West Jefferson Street  
Joliet, IL 60432



## **Meeting Agenda - Final**

**Tuesday, May 6, 2025**

**5:30 PM**

**City Hall, Council Chambers**

### **Public Safety Committee**

#### ***Committee Members***

***Councilman Joseph Clement, Chairperson***

***Councilwoman Suzanna Ibarra***

***Councilwoman Jan Hallums Quillman***

## ROLL CALL

## APPROVAL OF MINUTES

Minutes 3/31/2025

[TMP-8429](#)

**Attachments:** [Minutes 3-31-2025.pdf](#)

## CITIZENS TO BE HEARD ON AGENDA ITEMS

This section is for anyone wanting to speak regarding agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

## AGENDA ITEMS

Approval of Upgrade/Exchange of Rifles for the Joliet Police Department's Special Operations Squad [TMP-8502](#)

**Attachments:** [Exhibit A.docx](#)

## ORDINANCES

## RESOLUTIONS

Resolution to Approve and Authorize the Acceptance of the Will County Community Mental Health Board 2025 Grant Funding Award to fund the Community Mental Health Program in the amount of \$200,000.00 [TMP-8535](#)

**Attachments:** [Resolution](#)  
[Will County Grant.pdf](#)

## NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

## PUBLIC COMMENTS

This section is for anyone wanting to speak regarding non-agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

## ADJOURNMENT

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

---

**File #:** TMP-8429

**Agenda Date:**5/6/2025

---

# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432



## Meeting Minutes - Pending Approval

Monday, March 31, 2025

4:30 PM

Joliet Police Department Community Room

### Public Safety Committee

#### *Committee Members*

*Councilman Joseph Clement, Chairperson*

*Councilwoman Suzanna Ibarra*

*Councilwoman Jan Hallums Quillman*

## ROLL CALL

**Present** Councilman Joe Clement, Councilwoman Jan Hallums  
Quillman and Councilwoman Suzanna Ibarra

ALSO PRESENT: Chief of Police William Evans, Lieutenant Robert Desiderio, Lieutenant Richard Stygar, Sergeant Brian Prochaska, Deputy Chief of Fire John Stachelski, Interim Corporation Counsel Todd Lenzie, Director of Tri County Auto Theft Zach Johnston

## APPROVAL OF MINUTES

[TMP-8359](#)

Attachments: [Minutes 3-4-2025](#)

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilwoman Jan Hallums Quillman, to approve COUNCIL MEMO #TMP-8359: Minutes 3/4/2025.

The motion carried by the following vote:

**Aye:** Councilman Clement, Councilwoman Hallums Quillman and Councilwoman Ibarra

## CITIZENS TO BE HEARD ON AGENDA ITEMS

None

## AGENDA ITEMS

Purchase of G7C Handheld Monitors for the Joliet Fire Department from Conway Shield in the amount of \$62,303.00

[TMP-8376](#)

DC Stachelski briefly explains.

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilwoman Suzanna Ibarra, to recommend for approval COUNCIL MEMO #TMP-8376: Purchase of G7C Handheld Monitors for the Joliet Fire Department from Conway Shield in the amount of \$62,303.00.

The motion carried by the following vote:

**Aye:** Councilman Clement, Councilwoman Hallums Quillman and Councilwoman Ibarra

Purchase of EXO 8 Area Monitors for the Joliet Fire Department from Conway Shield in the amount of \$8,543.00

[TMP-8377](#)

DC Stachelski briefly explains.

Councilman Clement asks questions.

DC Stachelski answers.

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilwoman Suzanna Ibarra, to recommend for approval COUNCIL MEMO #TMP-8377: Purchase of EXO 8 Area Monitors for the Joliet Fire Department from Conway Shield in the amount of \$8,543.00.

The motion carried by the following vote:

**Aye:** Councilman Clement, Councilwoman Hallums Quillman and Councilwoman Ibarra

Purchase of Nozzles for Frontline Fire Department Engines from Air One Equipment, Inc. in the amount of \$84,667.00

[TMP-8391](#)

DC Stachelski briefly explains.

Councilwoman Quillman asks about water affecting equipment.

Councilman Clement asks how many.

DC Stachelski answers.

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilwoman Jan Hallums Quillman, to recommend for approval COUNCIL MEMO #TMP-8391: Purchase of Nozzles for Frontline Fire Department Engines from Air One Equipment, Inc. in the amount of \$84,667.00.

The motion carried by the following vote:

**Aye:** Councilman Clement, Councilwoman Hallums Quillman and Councilwoman Ibarra

Purchase of Ballistic Helmets for SOS from Ray O'Herron in the Amount of \$ 48,087.00

[TMP-8394](#)

Sgt. Prochaska briefly explains and shows helmet.

Councilwoman Quillman asks about shield and sizes.

Councilman Clement asks how many helmets are being purchased.

Sgt. Prochaska answers.

Chief Evans briefly explains that this purchase is well overdue.

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilwoman Jan Hallums Quillman, to recommend for approval COUNCIL MEMO #TMP-8394: Purchase of Ballistic Helmets for SOS from Ray O'Herron in the Amount of \$ 48,087.00.

The motion carried by the following vote:

**Aye:** Councilman Clement, Councilwoman Hallums Quillman and Councilwoman Ibarra

Purchase of Pole and Through Wall Camera Kits for SOS from Strack in the Amount of \$34,729.57 [TMP-8411](#)

Sgt. Prochaska briefly explains.

Council comments.

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilwoman Suzanna Ibarra, to recommend for approval COUNCIL MEMO #TMP-8411: Purchase of Pole and Through Wall Camera Kits for SOS from Strack in the Amount of \$34,729.57.

The motion carried by the following vote:

**Aye:** Councilman Clement, Councilwoman Hallums Quillman and Councilwoman Ibarra

## ORDINANCES

Ordinance Amending Section 19-150 of the City of Joliet Code of Ordinances to Regulate Truck, Semi-trailer, Trailer, Pole Trailer, Recreational Vehicle, and Bus Parking [TMP-8393](#)

Attachments: [Truck Ordinance](#)

Councilman Clement explains what this is about and what the issues are.

Todd Lenzie explains changes.

Lt. Stygar comments.

Councilwoman Quillman and Ibarra comment on trucks parking in lots.

Todd Lenzie answers.

Chief Evans answers.

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilwoman Jan Hallums Quillman, to recommend for approval COUNCIL MEMO #TMP-8393: Ordinance Amending Section 19-150 of the City of Joliet Code of Ordinances to Regulate Truck, Semi-trailer, Trailer, Pole Trailer, Recreational Vehicle, and Bus Parking.

The motion carried by the following vote:

**Aye:** Councilman Clement, Councilwoman Hallums Quillman and Councilwoman Ibarra



## RESOLUTIONS

Resolution Declaring Certain City of Joliet Property as Surplus

[TMP-8365](#)

Attachments:     [Resolution](#)

Councilwoman Quillman asks questions.

Chief Evans answers questions on Segways.

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilwoman Jan Hallums Quillman, to recommend for approval COUNCIL MEMO #TMP-8365: Resolution Declaring Certain City of Joliet Property as Surplus.

The motion carried by the following vote:

**Aye:**                      Councilman Clement, Councilwoman Hallums Quillman and Councilwoman Ibarra

Resolution Declaring Certain City of Joliet Property as Surplus

[TMP-8366](#)

Attachments:     [Resolution](#)

Lt. Desiderio briefly explains Generators.

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilwoman Jan Hallums Quillman, to recommend for approval COUNCIL MEMO #TMP-8366: Resolution Declaring Certain City of Joliet Property as Surplus.

The motion carried by the following vote:

**Aye:**                      Councilman Clement, Councilwoman Hallums Quillman and Councilwoman Ibarra

Resolution Authorizing a Lease Agreement for Tri-County Auto Theft Task Force

[TMP-8416](#)

Attachments:     [Resolution](#)  
                              [Tri-County Lease](#)

Zach Johnston briefly explains.

Council asks questions.

Zach Johnston answers.

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilwoman Jan Hallums Quillman, to recommend for approval COUNCIL MEMO #TMP-8416: Resolution Authorizing a Lease Agreement for Tri-County

Auto Theft Task Force.

The motion carried by the following vote:

**Aye:** Councilman Clement, Councilwoman Hallums Quillman and  
Councilwoman Ibarra

## **NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION**

Councilwoman Ibarra asks who pays for bulletproof vests for new Officers.

Chief Evans answers.

## **PUBLIC COMMENTS**

None

## **ADJOURNMENT**

A motion was made by Councilwoman Ibarra, seconded by Councilwoman Hallums Quillman, that this was adjourn.

The motion carried by the following vote:

**Aye:** Councilman Clement, Councilwoman Hallums Quillman and  
Councilwoman Ibarra

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.



## Memo

---

**File #:** TMP-8502

**Agenda Date:** 5/6/2025

---

**TO:** Public Safety Committee

**FROM:** Christopher Botzum, Deputy Chief of Police

**SUBJECT:**

Approval of Upgrade/Exchange of Rifles for the Joliet Police Department's Special Operations Squad

**BACKGROUND:**

The Joliet Police Department's Special Operations Squad (SOS) has added two additional snipers to the team. The two new snipers are currently using outdated rifles and accessories that are approximately twenty (20) years old. This exchange would allow for consistent equipment for all SOS team members. The outdated rifles cannot be transferred to any Federal Firearms License dealer, as they are full-auto and restricted. The dealer must have a special license to exchange and upgrade the Rifles with the necessary accessories.

**CONCLUSION:**

The upgrade of the rifles would allow for consistent equipment for all SOS team members.

Exhibit A is attached and details what the upgrade/exchange of equipment will include.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council authorize the upgrade/exchange of SOS rifles to The Gun Shop of Joliet.

## Exhibit A

Description- Items to be Upgraded	Trade in Value	Quantity	Total
Remington 700 PSS 26" .308 Rifle Leupold 3.5 x 10 x 40mm Vari X III Rifle Scope Duplex Reticle Harris 6-9" Ultralight Bipod Model 1A2 Condor 48" Sniper Drag Bags OD green McCann Industries MIRS/M24 M700 Short P/N-MCCIND-1010-103	\$600.00	6	\$3600.00
Bushmaster XM-15 E2S 14.5" Select Fire fixed carry handle	\$350.00	17	\$5,950.00
Steiner T5xi 3-15x 50mm scope w/ SCR Reticle	400.00	2	800.00
	Total Value		<b>\$10,350.00</b>

Description – Items to be Received	Price	Quantity	Total
Seekins Precision HIT Pro 3 Bolt Action Rifle .308 18" Barrel OD Green Adjustable Chassis	\$1,995.00	2	\$3,990.00
Seekins Precision HIT Night Vision Mount	125.00	2	250.00
Silencer Co Hybrid 46m Suppressor	800.00	2	1,600.00
Silencer Co ASR Flash Hide .30cal 5/8" x 24	100.00	2	200.00
Zeiss Ultralight 1913 MS Rings 34mm	175.00	2	350.00
Accu-Tac WB-4 ARCA Spec QD Bipod	350.00	2	700.00
Magpul 10rnd AICS 308 Magazine	35.00	4	140.00
Savior 46" Urban Warfare Rifle Bag OD Green	100.00	2	200.00
Daniel Defense Delta 5 Pro Extended Picatinny Base	140.00	6	840.00
Daniel Defense Delta 5 Pro Chassis Folding Stock Adapter	170.00	6	1,020.00
Weyllan CH55 Low Profile Ball Tripod Head	120.00	3	360.00
Weyllan UX7 Carbon Fiber Tripod 68"	210.00	3	630.00
		Subtotal	10,280.00
		Shipping	70.00
		<b>Total</b>	<b>\$10,350.00</b>



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

---

**File #:** TMP-8535

**Agenda Date:** 5/6/2025

---

**TO:** Public Safety Committee

**FROM:** Jeff Carey, Chief of Fire

**SUBJECT:**

Resolution to Approve and Authorize the Acceptance of the Will County Community Mental Health Board 2025 Grant Funding Award to fund the Community Mental Health Program in the amount of \$200,000.00

**BACKGROUND:**

The Joliet Fire Department received a Grant from the Will County Community Mental Health Board to fund the Joliet Community Mental Health Program in the State of Illinois for the fiscal year 2025 budget in the amount of \$200,000.00. The Grant will be managed as a reimbursement grant. The grant will provide cost-free mental health care for all City of Joliet residents. The funding is expected to be available in July 2025.

**CONCLUSION:**

Will County awarded the City of Joliet for fiscal year 2025 a grant in the amount of \$200,000.00 to fund the Community Mental Health Program for all Joliet residents. Mental health provider services will be paid from the Mis. Expense Fund (Org 07001000, Object 548000) and then reimbursed from the Will County Mental Health Board.

**RECOMMENDATION:**

Based on the above, it is recommended the Mayor and City Council accept the Will County Community Mental Health Board 2025 Grant Funds from Will County, State of Illinois in the amount of \$200,000.00.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE ACCEPTANCE OF THE WILL  
COUNTY COMMUNITY MENTAL HEALTH BOARD 2025 GRANT FUNDING AWARD  
TO FUND THE COMMUNITY MENTAL HEALTH PROGRAM**

---

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
JOLIET AS FOLLOWS:**

**SECTION 1:** That the Mayor of the City of Joliet is hereby authorized and directed to accept the Will County Community Mental Health Board 2025 Grant Funding (WCCHMB) from Will County, State of Illinois to fund the Community Mental Health Program.

**SECTION 2:** This Resolution shall take effect upon its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

**VOTING YES** \_\_\_\_\_

**VOTING NO** \_\_\_\_\_

**NOT VOTING** \_\_\_\_\_



## Will County Community Mental Health Board 2025 Grant Funding

This Grantee Award Agreement (the "Agreement") dated as of Tuesday, April 15, 2025 is made and entered into by and between the Will WCCMHB Community Mental Health Board (the "WCCMHB" or "Grantor") , a body corporate and politic, and Joliet Fire Department (the "Grantee"), a [Not for profit, unit of local government, etc.] (collectively the "Parties" and individually the "Party"); and

**GRANTEES MUST ATTEND A MANDATORY AMPLIFUND TUTORIAL SESSION IN PERSON ON THURSDAY, APRIL 24<sup>TH</sup> AT 10:00A AT THE WILL COUNTY HEALTH DEPARTMENT COMMUNITY ROOM at 501 ELLA AVENUE, JOLIET, IL 60433**

**GRANTEES MUST ATTEND A MANDATORY COLLABORATION MEETING ON WEDNESDAY, SEPTEMBER 17<sup>TH</sup> AT 8:30A IN PERSON AT THE WILL COUNTY HEALTH DEPARTMENT COMMUNITY ROOM at 501 ELLA AVENUE, JOLIET, IL 60433**

**PUBLICITY AND COMMUNICATION:** WCCMHB Grantees agree to consult with the WCCMHB before issuing any public communications (press releases, advertisements, etc.) related to the grant or its activities. Any promotional materials must acknowledge the WCCMHB's support. WCCMHB Grantees agree to provide a quarterly promotional piece related to the grant or its activities with the WCCMHB for publication as part of the WCCMHB promotional plan.

### RECITALS

---

**WHEREAS**, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto 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; and

**WHEREAS**, failure to adhere to these terms and conditions can result in a denial of reimbursements, recoupment of funds, and immediate termination of this Agreement; and

**WHEREAS**, the WCCMHB desires to provide funds to the Grantee in an amount not to exceed 200000 in Grant Funds for the purpose of providing services to the residents of Will WCCMHB in three pillar areas: mental health, substance use and/or intellectual/developmental disabilities with the money to be spent as referenced in Section 3.1.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### PART ONE – UNIFORM TERMS AND CONDITIONS

---

#### I. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

#### II. INCORPORATED DOCUMENTS

- 2.1 Attachments. This Agreement incorporates the following documents, which are attached hereto and are made a part of this Agreement:
- (a) Exhibit/Attachment A: Project Description
  - (b) Exhibit/Attachment B: Reimbursement Schedule and Progress Reporting
  - (c) Exhibit/Attachment C: Contact Information
  - (d) Exhibit/Attachment D: Specific Conditions

#### III. AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

- 3.1 SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 3Q0F6 is Grantee's correct SAM Number, that UKXHU6SJXLR9 is Grantee's correct UEI, if applicable, that \_\_\_\_\_ is Grantee's correct FEIN or Social Security Number, and that Grantee will have an active GATA number at the time of their first reimbursement request.
- 3.2 Requests for Extensions. Grantee's may request extensions to expend the Funds and the term of this Agreement. Grantee's request for an extension must be approved thirty (30) days prior to the Termination Date. Extensions

may be granted at the discretion of the WCCMHB.

- 3.3 Award Amount. Grant Funds shall not exceed \$ 200000. Grantee agrees to accept Grantor's payment as specified in the attachments incorporated herein as part of this Agreement.
- 3.4 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. 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 this Agreement and repayment of all Grant Funds.

#### **IV. DEFINITIONS**

- 4.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.



"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes.

"Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Obligated" shall be defined as an order or purchase made for goods or services.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a Grantee. 2 CFR 25 Appendix A (1)(c)(1).

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee by SAM.

## **V. SUSPENSION; TERMINATION; NON-COMPLIANCE**

- 5.1 Termination with Cause. This Agreement may be terminated, in whole or in part, by either Party for cause upon not less than thirty (30) days prior written notice to the other Party. The defaulted party will have fourteen (14) days to cure the default. The written notice must include the reasons, which are the basis of the alleged default and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).
- 5.2 Termination for Convenience. Notwithstanding anything in this Agreement to the contrary, the WCCMHB, or its designee(s) may terminate this Agreement for convenience and without cause upon not less than thirty (30) days prior written notice to the Grantee. If the WCCMHB, or its designee(s) exercises this right to terminate this Agreement for convenience and without cause, the Grantee shall not be entitled to any reimbursement or financial recovery/remedy as a result of the Termination for Convenience.
- 5.3 Suspension. Grantor may suspend this Agreement, in whole or in part, if the Grantee fails to comply with the terms and conditions of this or any Award managed by the Grantor. Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. The Grantor may determine to allow necessary and proper cost that Grantee could not reasonably avoid during the period of suspension.

- 5.1 Effects of Suspension and Termination. Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination. Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination and shall cancel as many outstanding obligations as possible. Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless the costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.
- 5.2 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

### I. GRANTEE APPLICATION DEADLINE

- 6.1 Timely Expenses. Notwithstanding anything in this Agreement to the contrary, if the Expense has not been established or begun on or before October 15, 2025 then this Agreement shall be null and void and of no further force or effect and no Party shall have any further liability under this Agreement.

### II. SCOPE OF WORK

- 7.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Attachments, including **Attachment A – Project Description**, incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the WCCMHB's Notice of Award is incorporated herein by reference. All Grantor-specific provisions are programmatic reporting required under this Agreement are described in **Attachment D – Specific Conditions and Progress Reporting**.
- 7.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor 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 executed in writing and signed by Grantee's authorized representative with approval by Grantee's governing body to the extent required by state law, local charter or otherwise and submitted to Grantor for approval. Expenditure of funds under a requested revisions is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308. In addition, the WCCMHB may, in its sole discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts. If any such amendments result in a change of funding, scope of services, or implementation schedule, such modifications will be incorporated only by written amendment signed by both parties.
- 7.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Attachment D - Special Conditions**. Grantee shall adhere to the specific conditions listed therein.

### III. COMPENSATION

- 8.1 Award Amount. Subject to the terms and conditions of this Agreement, the WCCMHB shall pay the Grantee, on a cost reimbursement basis, up to a maximum of \$ 200000 under this Agreement. It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in **Attachment A** above and beyond this amount are the sole responsibility of the Grantee. Advance payment of funds to the Grantee under this Agreement shall not be permitted unless expressly described in **Attachment B – Reimbursement Schedule**.
- 8.2 Allowable Costs. The Grantee shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Grantee in the implementation of the projects and/or activities described in **Attachment A – Project Description** as such costs are incurred. Eligible and allowable costs are defined as costs that:
- (a) Are necessary expenditures incurred to fund Grantee's approved scope of work
  - (b) Were incurred between April 15, 2025 and April 14, 2026
  - (c) Are described in **Attachment A – Project Description**; and
  - (d) Are otherwise in accordance with the terms and conditions of this Agreement and all other applicable laws, rules, regulations, and guidance.

Costs that do not satisfy all the above-required conditions shall be ineligible for reimbursement under this agreement.

8.3 Certification. Each payment request and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the WCCMHB award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

8.4 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

- (a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to this Agreement and , if applicable, to each State and Federally-funded Program. If applicable, 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.
  - (i) All Payment Requests shall be submitted through AmpliFund as further described in **Section IX. TERMS OF PAYMENT** hereof. To be eligible for reimbursement under this Agreement, Grantee shall submit sufficient documentation to the satisfaction of the WCCMHB, in its sole discretion, demonstrating that Grantee is legally obligated to pay the costs for which reimbursement is sought.
- (b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.
  - (i) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
  - (ii) Each Payment Request submitted by the Grantee shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the WCCMHB, in its sole discretion. In the event the WCCMHB determines the Supporting Documentation submitted by the Grantee is insufficient to enable it to evaluate the allowability and eligibility of costs, the Grantee shall furnish additional Supporting Documentation to the satisfaction of the WCCMHB, in its sole discretion.
  - (iii) All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be obligated on or before April 15, 2026 and expended on or before April 14, 2026 and a final payment request should be submitted to the WCCMHB no later than such date to ensure the WCCMHB has adequate time to process the request.
  - (iv) Notwithstanding anything to the contrary, Grantee is only entitled to reimbursements for which they have provided adequate Supporting Documentation. If the WCCMHB determines the Grantee has only provided Supporting Documentation for a portion of the Payment Request, the WCCMHB will issue reimbursement for that portion and ask Grantee to issue another Payment Request with Supporting Documentation for the remainder.

8.4 Costs Incurred. Grantor shall not be responsible for costs incurred before or after the period of performance of this Agreement. At Grantor's discretion, costs incurred before the execution date of this Agreement may be charged to this Agreement if included in the Budget, incurred during the period of performance, and Grantee performed in accordance with the terms and conditions of this Agreement. If Grantor finds undue delay on the part of Grantee in executing this Agreement, Grantee may not receive reimbursement for costs incurred prior to execution.

## I. TERMS OF PAYMENT

- 9.1 Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **Attachment B – Reimbursement Schedule**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld. The Grantee may request reimbursement from the WCCMHB for costs incurred by Grantee under this Agreement for which actual payment has been made. All payment requests shall be submitted using the grant management software AmpliFund in accordance with the process noted in **Attachment B - Reimbursement Schedule**. Included in **Attachment B – Reimbursement Schedule** is an *Invoice Disclosure Form* that must be submitted with the Payment Request to the WCCMHB Executive Director through AmpliFund and shall be accompanied by sufficient Supporting Documentation (collectively the Invoice Disclosure Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request").
- (a) Within thirty (30) business days after receipt of the complete Payment Request, the WCCMHB shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the WCCMHB shall notify the Grantee through AmpliFund and deny the Payment Request. The Grantee shall submit a revised Payment Request within ten (10) business days of receipt of denial notice from the WCCMHB. The WCCMHB reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the WCCMHB, in its sole discretion.
  - (b) Upon determination by the WCCMHB that the Payment Request is sufficient, the WCCMHB shall, at its sole discretion, transmit the funds by predetermined methodology subject to the Payment Request to the Grantee within thirty (30) business days.

## II. REPORTING AND MONITORING REQUIREMENTS

- 10.1 Financial Payment and Performance Reporting Schedule  
Quarterly on or before July 15, 2025  
Quarterly on or before October 15, 2025  
Quarterly on or before January 15, 2026  
Quarterly on or before April 15, 2026 for all remaining reimbursement requests and Final Project Reports. .  
Grantees shall submit the following financial and performance reports, and supporting documentation related to this Agreement and Grantee's implementation of the projects and/or activities described in the **Attachment A – Project Description** through AmpliFund:
- (a) progress reports for the preceding quarter relevant to the performance indicators listed in the Agreement;
  - (b) fiscal reports detailing financial expenditures for the previous quarter.
- 10.2 Final Project Report. The Grantee shall describe the status of the implementation of the projects and/or activities described in **Attachment A – Project Description**. The Final Project Report shall further include an accounting of all costs and expenses incurred by Grantee and such other programmatic information as the WCCMHB deems necessary to facilitate closeout of this Agreement and permit the WCCMHB to meet all of its obligations and requirements under same.
- 10.3 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and shall be the basis to recover Grant Funds. Grantee's failure to comply with this Agreement shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

Duplication of Benefit. Grantee hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a duplication of the benefits obtained by Grantee, any subgrantee or any individual or entity that is a beneficiary of such projects and/or activities from other local, state, or federal funding sources, private insurance, or other private organizations. It is Grantee's responsibility and obligation to implement processes and procedures to select and subsequently monitor all subgrantees, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Grantee and any

subgrantee, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Grantee to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Grantee acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the WCCMHB. If the Grantee recovers from another source any costs incurred under this Agreement and reimbursed by the WCCMHB, the Grantee shall reimburse the WCCMHB for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the WCCMHB. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the WCCMHB by the Grantee.

10.4 Project Monitoring and Evaluation.

- (a) **Project Monitoring:** Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.
- (b) **Grantor Evaluation:** As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties. As applicable, WCCMHB agents and personnel shall be given access to and may observe and inspect projects, activities, and work being performed with funds provided under this Agreement.
- (c) **Grantee Evaluation:** Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, as requested by Grantor.

10.5 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90. By entering into this Agreement, the grantee and any subgrantees agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the WCCMHB. In the event the WCCMHB determines that a limited-scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by the WCCMHB to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the WCCMHB.

### III. EQUIPMENT OR PROPERTY

- 11.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee
- 11.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.
- 11.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by the WCCMHB Executive's Office. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.
- 11.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

- (a) If the WCCMHB fails to provide written direction within 120 days, the Grantee may sell the property. In the event that Grantee sells the property, Grantee shall return the proceeds to the WCCMHB, but may retain \$500 or the actual cost to sell the property, whichever is more. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

#### IV. UNLAWFUL DISCRIMINATION

- 12.1 Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, shall remain compliant 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.).

#### V. INDEMNIFICATION HOLD-HARMLESS AGREEMENT

- 13.1 Agreement. To the fullest extent permitted by law, the Grantee shall indemnify and hold the WCCMHB, or its designee(s), its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the Grantee arising from or in connection with (i) the Grantee's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Grantee's failure to pay any contractors or subcontractors, vendors, laborers, employees or any potential subgrantee or subordinate relation, or any party in privity of contract or agreement therewith in connection with **Attachment A – Project Description** or reimbursable expenses associated with this program.
- (a) **Cooperation.** Both Parties agree to cooperate in good faith and provide any and all information necessary for the defense of any claim or action.

#### VI. FORCE MAJEURE

- 14.1 Force Majeure. Neither party shall be liable in damages for any delay or default in performing its respective obligations under this agreement if the delay or default is caused by conditions beyond its control. Such conditions include, but are not limited to, acts of God, government restrictions, strikes, fires, floods, work stoppages, pandemics, or acts or failures to act of third parties. So long as any such delay or default continues, the party affected by the conditions shall fully inform the other party at all times concerning the matters causing the delay or default and the purposes of their ending. If a delay occurs under this section, the affected party shall immediately notify the other of such delay and keep the party fully informed until the issue that caused the delay has been resolved. If a delay requires that the term of this Agreement be extended, such extension shall only occur upon the approval of the WCCMHB and written modification of this Agreement.

#### VII. CLOSEOUT

- 15.1 Early Closeout. The WCCMHB may close out this Agreement when it determines all projects and/or activities and all applicable administrative actions have been completed. The Grantee must submit any outstanding reports, including the Final Project Report, and must refund to the WCCMHB any balances of unobligated cash that the WCCMHB paid in advance or paid and that is not authorized to be retained by the Grantee. Within thirty (30) business days after receipt of all outstanding reports, the WCCMHB will make upward or downward adjustments to the allowable costs, and then make prompt payments to Grantee for remaining allowable reimbursable costs.
- 15.2 Closeout Requirements. Within 30 days of the expiration date of this Agreement or any approved extension thereof the Grantee must refund to the WCCMHB any balances of unobligated cash that the WCCMHB paid in

advance

or paid and that is not authorized to be retained by the Grantee. The following documents must be submitted by Grantee to the WCCMHB:

- (a) **Closeout Reports:** final financial status report; final progress reports; property inventory report; and other documents required by the WCCMHB
  - (i) The closeout of this Agreement does not affect any of the following:
    - a. The right of the WCCMHB to disallow costs and recover funds on the basis of a later audit or other review.
    - b. The obligation of the Grantee to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
    - c. Grantee's obligations regarding audits, property management and disposition (if applicable), and records retention.

## VIII. LOBBYING PROHIBITION; CONFLICTS OF INTEREST

### 16.1 Lobbying.

- (a) **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of the WCCMHB, Will County or 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, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- (b) **Federal Form LLL.** If any funds, other than Federal 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.
- (c) **Lobbying Costs.** Grantee 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.
- (d) **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors 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.
- (e) **Subawards.** The Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.
- (f) **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.

### 16.2 Conflict of Interest.

- (a) **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.
- (b) **Prohibited Payments.** Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person 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, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

- (c) **Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

#### IX. REQUIRED CERTIFICATIONS

- 17.1 Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

- (a) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any government department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)); and, that the Grantee shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- (b) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- (c) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee 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. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- (d) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- (e) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee 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. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

#### X. ACCESS TO RECORDS AND PERSONNEL

- 18.1 Retention. Grantee and Subgrantee shall retain all records generated under this Agreement for a minimum of 7 years. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.
- 18.3 Cancellation for Cause. This Agreement may be unilaterally canceled by the WCCMHB for refusal by the Grantee to either provide to the WCCMHB upon request, or to allow inspection and copying of, all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under 5 ILCS 140.
- 18.4 Timely Access. The Grantee acknowledges and agrees that the WCCMHB, or its authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. In the event any work is sub awarded or subcontracted, the Subgrantee shall similarly require each sub-grantee and subcontractor to maintain and allow access to such records for audit purposes.
- 18.6 Applicable Law; Claims. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.



## I. MISCELLANEOUS

- 19.1 Headings. The headings of the articles, paragraphs and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 19.2 Severability. If any provision of this Agreement is held to be unenforceable, the provision shall be severed, and the remainder of this Agreement will continue in full force and effect.
- 19.3 Amendment. This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.
- 19.4 Compliance with Laws. The Grantee shall comply with all applicable Federal, State, and local laws, rules, and regulations, and WCCMHB policies and regulations in performing under this Agreement, including but not limited to the Federal laws, regulations, rules, policies, and executive orders described herein. The failure of this Agreement to specifically reference a particular Federal or State law or regulation, or policy or regulation shall not excuse Grantee from compliance with same to the extent such law, regulation, or policy is applicable to Grantee's performance under this Agreement. The Grantee further agrees to include this provision in all subcontracts entered into under this Agreement.
- 19.5 Governing Law and Forum. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflict of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Twelfth Judicial Circuit, Will WCCMHB, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- 19.6 Compliance with Freedom of Information Act. Grantee shall comply with the Illinois Freedom of Information Act, codified at 5 ILCS 140. Records made or received in conjunction with this Agreement are public records under Illinois law. Grantee shall keep and maintain public records generated by the Grantee in association with its performance of this Agreement.
- 19.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 19.8 Entire Agreement. This Agreement constitutes the entire agreement of the WCCMHB and the Grantee with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the WCCMHB and the Grantee with respect to the subject matter hereof.
- 19.9 Assignment. This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.
- 19.10 Disclaimer of Relationship. Nothing contained in this Agreement, nor any act of either the WCCMHB or the Grantee, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third- party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the WCCMHB and the Grantee.
- 19.11 Construction of Words. The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof. A reference to the Grantee includes the Grantee's officers, commissioners, employees, attorneys, agents and assigns; a reference to the WCCMHB includes its officers, members, employees, attorneys, agents and assigns.
- 19.12 No Personal Liability. No member, official, employee or agent of either the WCCMHB or the Grantee shall be individually or personally liable in connection with this Agreement.
- 19.13 Governmental Immunity. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, the WCCMHB has, and in no event shall it be construed to have, waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this Agreement or performance hereunder.
- 19.14 Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied,

shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any party.

- 19.1 No Third-Party Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the WCCMHB, the Grantee and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.
- 19.2 Permits. The Grantee expressly acknowledges that receipt of the financial assistance provided for under this Agreement does not imply nor guarantee that a Federal, State or local permit will be issued for a particular project or activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any activity funded under this Agreement that may fall under applicable federal, state or local laws.
- 19.18 Representatives. Immediately upon execution of this Agreement, the individuals identified in **Attachment C – Contact Information** will represent the parties as a primary contact in all matters under this Agreement. Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and email address of the representative for such party for the purpose hereof.
- 19.19 Use of Likeness, Name or Logo. Grantee agrees that WCCMHB may use Grantee's likeness, name, or logo in WCCMHB's deliverables, press releases, or marketing materials without compensation and permission.
- 19.20 Authority. The WCCMHB has authority to enter into this Agreement pursuant to the terms of applicable laws.
- 19.21 Incorporation of Regulations and Laws. To the extent not inconsistent with this Agreement, all Administrative Regulations, Laws and other referenced policies or other matters cited in this Agreement are incorporated herein as if fully set forth in this Agreement.

The Grantee represents that it has full power and authority to enter into and perform its obligations under this Agreement and the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all requisite corporate action.

**IN WITNESS WHEREOF**, this Agreement is hereby executed on behalf of the parties through their authorized representatives as set forth below.

#### GRANTOR

By: \_\_\_\_\_  
Teena Mackey, Executive Director, Will County Community Mental Health Board

Date \_\_\_\_\_

#### GRANTEE

By: \_\_\_\_\_  
Aaron Kozlowski, Director, Joliet Fire Department

Date \_\_\_\_\_

**ATTACHMENT A**  
**PROJECT DESCRIPTION**

Project Title: Will WCCMHB Community Mental Health Board 2025 Grant Funding

Grantee: Joliet Fire Department

Award Amount: \$ 200000

Type of Payment: Reimbursement

Timeline: This Agreement shall be effective on April 15, 2025 and will expire on April 14, 2026 with grant monies to be spent by April 14, 2026.

**Summary of Project:**

The main element of the program is to provide no cost mental health care. The focus population is all residents of the City of Joliet (COJ). Since the inception of the project, the age range of people who have received services is 3-84 years old. Services provided are mental health services. The services include everything from family counseling to psychology. These services are provided either virtually or in person depending on the person's preference. Other needs are often identified during the patient intake. The Joliet Fire Department (JFD) started a community risk reduction program in 2020, just as the pandemic started. While performing our community risk assessment, the calls for mental and behavioral health stood out among the rest. Mental and behavioral health calls account for almost fifteen percent of the yearly calls the Joliet Fire Department responds to. If substance abuse responses are included, that number increases to close to twenty percent of our annual responses.

Pursuant to this agreement, subgrantees must submit a Request for Reimbursement in order to receive funding for eligible activities. This document offers guidelines in preparing a submittal for WCCMHB reimbursement of eligible expenditures through AmpliFund, the WCCMHB's Grant Management Software required for supervision of award project and funds.

### **Section 1: Payment Request Process**

Grantee must enter following information in all Payment Requests to received reimbursement from the WCCMHB.

- Expenses From & To
  - Defined as the range in which all expenses associated with Payment Request
- Payment Type: Reimbursement
- Financial Details listing all expenses associated with Payment Request, as approved in budget.
  - Expenses listed must include the following:
    - Category; as approved and configured in Budget
    - Line Item; as approved and configured in Budget
    - Direct Cost; defined as amount being drawn from grant
    - Expense Date; defined as date which expenses were deducted from bank
    - Expense Status; must reflect reviewed to be reimbursed
    - Description; indicate purpose and specific expense information. This field should anticipate any questions from grantor regarding deviations to proposed budget or follow-up programmatic inquiries.
      - Examples:
        - Purchased 10 pencils for classroom of 30 students to assist with writing technique curriculum.
        - Payment to contractor for June. Contractor was selected and approved through bid process. Project is 85% complete as of this invoice.
        - Caseworker replaced on June 15; position and duties remain same with new name being reported for reimbursement.
        - Computer cost more than anticipated and attached invoice reflects full cost. Only requesting reimbursement for budgeted amount. Total cost: \$900; requested reimbursement: \$798
  - Attachments of supporting documentation

#### **10.1 Financial Payment and Performance Reporting Schedule**

**Quarterly on or before July 15, 2025**

**Quarterly on or before October 15, 2025**

**Quarterly on or before January 15, 2026**

**Quarterly on or before April 15, 2026 for all remaining reimbursement requests and Final Project Reports.**

Grantees shall submit the following financial and performance reports, and supporting documentation related to this Agreement and Grantee's implementation of the projects and/or activities described in the **Attachment A – Project Description** through AmpliFund:

- (a) progress reports for the preceding quarter relevant to the performance indicators listed in the Agreement;
- (b) fiscal reports detailing financial expenditures for the previous quarter.
  - Requested Amount
    - Defined as amount being drawn down from applicable grant funds
- Attachments in Additional Information section
  - All attachments from expenses in Financial Details section must be added to this field for approval.
  - Invoice Disclosure Form must be attached to each Payment Request indicating applicable Payment Request meets compliance requirements

Grantees can submit a Payment Request at any time throughout the terms of the grant. Payment Requests submitted

through AmpliFund will be reviewed for compliance by WCCMHB Staff weekly on Fridays.

**Section 2: Invoice Disclosure Form**

Grantees must affix official representative signature to an Invoice Disclosure Form for each Payment Request to receive reimbursement from grantor. The Invoice Disclosure Form can be found online at <https://willWCCMHBillinois.org/willWCCMHBmentalhealthboard>

IN-PROGRESS

**ATTACHMENT B REIMBURSEMENT  
SCHEDULE**

Grantee shall receive a maximum of **\$ 200000** under this Agreement.

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Attachment A, C, and D. Upon receipt of the fiscal and progress reports, quarterly reimbursement payments will be made to the Grantee. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable terms and conditions of this agreement.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be deposited into such a bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.

IN-PROGRESS

**ATTACHMENT C**  
**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

Notices. All notices and written communication between the Parties shall be sent by electronic mail, U.S. Certified Mail with delivery receipt, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail delivery time stamp, a courier service delivery receipt, other mail service delivery receipt. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified below. This Section shall not preclude routine communication by the Parties by other means.

**GRANTOR CONTACT**

Will County Community Mental Health Board  
Attn. Teena Mackey, Executive Director  
[tmackey@willcounty.gov](mailto:tmackey@willcounty.gov)  
302 N. Chicago Street  
Joliet, IL 60432

**GRANTEE CONTACT**

Aaron Kozlowski  
101 E Clinton  
Joliet, Illinois 60432

Either Party may change the above-described contact information by giving notice of such change to the other party pursuant to the notice section hereof.

## ATTACHMENT D SPECIAL CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Attachment D by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

1. GRANTEES MUST ATTEND A MANDATORY AMPLIFUND TUTORIAL SESSION IN PERSON ON THURSDAY, APRIL 24<sup>TH</sup>, 2025 AT 10:00AM AT THE WILL COUNTY HEALTH DEPARTMENT COMMUNITY ROOM 501 ELLA AVENUE, JOLIET, ILL. 60433
  2. GRANTEES MUST ATTEND A MANDATORY COLLABORATION MEETING ON WEDNESDAY, SEPTEMBER 17 AT 8:30A IN PERSON AT THE WILL COUNTY HEALTH DEPARTMENT COMMUNITY ROOM 501 ELLA AVENUE, JOLIET, ILL. 60433
  3. PUBLICITY AND COMMUNICATION: WCCMHB Grantees agree to consult with the WCCMHB before issuing any public communications (press releases, advertisements, etc.) related to the grant or its activities. Any promotional materials must acknowledge the WCCMHB's support. WCCMHB Grantees agree to provide a quarterly promotional piece related to the grant or its activities with the WCCMHB for publication as part of the WCCMHB promotional plan.
  4. Grantee must respond to correspondence from Grantor within 10 business day, unless extreme circumstances present. Failure to respond within 10 business days may result in loss or reduction of award.
  5. Grantee must conclude GATA portal registration process prior to requests for reimbursements.
- 1.