

MEMORANDUM

Date: **8/3/2026**

To: Finance and Personnel Committee

From: Jennifer Cacciapaglia, Mayor's Office of Domestic and Community Violence Prevention

Re: Approval of Grant-Funded Subrecipient Agreement with The Winnebago County State's Attorney's Office

The Mayor's Office of Domestic and Community Violence Prevention is seeking City Council approval to enter into a Subrecipient Agreement with The Winnebago County State's Attorney's Office (WCSAO) in an amount not to exceed \$175,000.000 to carry out eligible activities under the City's Violence Against Women Act (VAWA) Illinois Criminal Justice Information Authority (ICJIA) Multidisciplinary Team Response Program (MDT) award from ICJIA. The City previously accepted the grant award, and this agreement will authorize the subrecipient to carry out grant-funded activities identified in the approved grant application and work plan.

The proposed Subrecipient Agreement covers the period of 8/1/2026 through 12/31/2026, with the potential of additional funding to support programming for up to 24 more months after the initial funding period.

Purpose of the Subrecipient Agreement

MDTs encourage and promote a coordinated, multidisciplinary approach to improve responses to violent crimes like domestic violence, sexual assault, dating violence, and stalking. The goal of this program is to strengthen and expand existing MDT protocols in responding to and handling with domestic violence and related violent crimes against women. With a robust MDT, there is an opportunity to improve coordination across multidisciplinary partners and the efficiency of the criminal justice process in the expedited delivery of victim services within our community. The geographic limits for the subrecipient of this program would include residents of Winnebago County or victims of a domestic violence crime that occurred in Winnebago County.

The ICJIA MDT Grant requires specific partnerships from law enforcement, prosecution, and probation. The WCSAO is the sole prosecution agency within Winnebago County. They have agreed to hire a full-time Victim Service Provider (VSP) that will dedicate 100% of their time to this project. The VSP will conduct follow-up with survivors from the Family Peace Center (FPC) about the status of their case, complete crime victims' compensation applications, assist with criminal orders of protection, and refer the survivors to the FPC for long-term, wrap-around advocacy services. The Domestic Violence Assistant State's Attorney (ASA) will oversee WCSAO's portion of this project, while reviewing and prosecuting charges related to domestic violence, sexual assault, dating violence and stalking.

The WCSAO will report out on the number of domestic violence cases they review, the number of

domestic violence cases they pursue for prosecution, and the number of victims provided with referrals to victim services. The WCSAO will have required partner staff complete 40 hour domestic violence training and danger assessment training. WCSAO required staff will attend scheduled steering committee meetings and case review meetings.

The City has determined that the WCSAO is best positioned to carry out the approved program activities because of its expertise, capacity, and experience serving the target population. The City will monitor the subrecipient throughout the performance period to ensure compliance with all applicable federal, state, and grant-specific requirements.

How Grant Funds Will Be Used

The WCSAO will utilize this funding to hire a full-time VSP and allow the Domestic Violence ASA to oversee the necessary needs of this grant program. This funding will assist with strengthening the existing MDT and allow for continued collaborative efforts in increasing survivor safety and offender accountability. The primary cost categories include personnel, fringe benefits, supplies, and contractual services.

Grant funds provided under this agreement will reimburse the subrecipient for eligible costs incurred in carrying out the approved grant activities, consistent with the approved grant budget and Subrecipient Agreement. No City General Fund dollars are required unless otherwise noted.

RESOLUTION
of the
CITY COUNCIL OF THE CITY OF ROCKFORD, ILLINOIS
SUBMITTED BY: FINANCE AND PERSONNEL COMMITTEE

RESOLUTION APPROVING ONE SUBRECIPIENT SERVICE AGREEMENT

WHEREAS, the City of Rockford was awarded funding by the Illinois Criminal Justice Information Authority (ICJIA) under the Multidisciplinary Team Response Program, which is administered by the City's Family Peace Center; and

WHEREAS, the City desires to enter into a Subrecipient Agreement with Winnebago County State's Attorney's Office to carry out eligible activities under the Multidisciplinary Team Response Program; and

WHEREAS, the purpose of the Subrecipient Agreement is to establish the responsibilities of the City and the Winnebago County State's Attorney's Office, including compliance with applicable federal and/or state requirements, performance measures, reporting obligations, and program outcomes required by ICJIA; and

WHEREAS, the funds will be utilized to hire a full-time Victim Services Provider and allow the Domestic Violence Assistant State's Attorney to oversee the needs of the grant program; and

WHEREAS, the City of Rockford shall provide funding to the Winnebago County State's Attorney's Office under the Subrecipient Agreement in an amount not to exceed \$175,000.00, subject to the terms and conditions of the Agreement.

BE IT RESOLVED, THEREFORE, by the City Council of the City of Rockford, that the Mayor is hereby authorized to execute the Subrecipient Agreement with the Winnebago County State's Attorney's Office.

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

The above and foregoing Resolution was adopted by the City Council of the City of Rockford, Illinois, this _____ day of August 2026.

Mayor Thomas P. McNamara
City of Rockford, Illinois

ATTEST:

ANGELA HAMMER, Legal Director
Ex Officio Keeper of the Records and
Seal of the City of Rockford, Illinois

ROCKFORD, IL.

Committee Action Taken Date: August 10, 2026

RECOMMENDATION FOR RESOLUTION

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Finance & Personnel, to whom was referred the matter of approving one Subrecipient Agreement for the Illinois Criminal Justice Information Authority's (ICJIA) Multidisciplinary Team Response Program (MDT) grant award, hereby begs leave to report recommending approval of said agreement.

Winnebago County State's Attorney Office \$175,000.00 ICJIA MDT

The Legal Director shall prepare the appropriate resolution.

Kevin Frost (Chair)

Chad Tuneberg (Vice chair)

Frank Beach

Dawn Granath

Jaime Salgado

Frost:	Ayes:___	Nays:___	Absent:___
Tuneberg:	Ayes:___	Nays:___	Absent:___
Beach:	Ayes:___	Nays:___	Absent:___
Granath:	Ayes:___	Nays:___	Absent:___
Salgado:	Ayes:___	Nays:___	Absent:___



SUBAWARD AGREEMENT

Between

CITY OF ROCKFORD

And

WINNEBAGO COUNTY STATE'S ATTORNEY'S OFFICE

Pass-through Entity (PTE): City of Rockford	Subrecipient: Winnebago County Probation Department
Name: Jennifer Cacciapaglia Phone: 779-348-7677	Name: Debbie Jarvis Phone: 815-319-6250
Address: 425 E. State St, Rockford, IL 61104	Address: 526 West State St, Rockford, IL 61101
UEI Number: MPDS2MNMM19	UEI Number: SBEVXUKXKGK3
Award Information	
Federal Awarding Agency (if applicable): U.S. Department of Justice, Office on Violence Against Women	Assistance Listing (CFDA) Title & Number (if applicable): Violence Against Women. 16.588
Federal Award Number (FAIN) (if applicable): 15JOVW-25-GG-00028-STOP	Federal Award Date (if applicable): August 18, 2025
State Award Number (SAIN) (if applicable): 1744-62383	Grant Agreement Number: 625050
Subaward Effective Date: 8/1/2026	Subaward Performance Period: 8/1/2026 - 12/31/2026
Amount Obligated by this Subaward: \$175,000.00	Subaward Budget Period: 8/1/2026 – 12/31/2026
Research & Development: _____ Yes <u> X </u> No	Approved Indirect Cost Rate:
Federal Award Project Description (if applicable): Funds the Multidisciplinary Team (MDT) Response Program to improve coordinated responses to domestic violence, sexual assault, stalking, and dating violence in Rockford.	

THIS SUBAWARD AGREEMENT (this "Agreement") is entered into as of 8/1/2026, by and between the CITY OF ROCKFORD, an Illinois municipal corporation (the "City"), and the Winnebago County State's Attorney's Office (WCSAO), an Illinois local government and prosecution agency. (the "Subrecipient"). This Agreement establishes the terms and conditions for the use of grant funds awarded to the Subrecipient for the operation of the Violence Against



Women Act (VAWA) Illinois Criminal Justice Information Authority (ICJIA) Multidisciplinary Team Response Program (MDT) in Rockford, Illinois.

WHEREAS, the City has received funding Illinois Criminal Justice Information Authority (ICJIA) (the “Grantor”) to support VAWA ICJIA MDT, MDTs encourage and promote a coordinated, multidisciplinary approach to improve responses to violent crimes of domestic violence, sexual assault, stalking, and dating violence. The goal of this program is to strengthen MDT protocols in responding to and dealing with the problem of violence against women; to expand a program that provides specialized criminal justice and victim service personnel in the areas of domestic violence or sexual assault; and to develop a comprehensive strategy through a MDT response for more coordinated and improved efficiency of the criminal justice process in the expedited delivery of victim services within our community. This project requires partners from prosecution, local law enforcement, and probation.;

WHEREAS, Subrecipient has proposed to hire a full time Victim Service Provider (VSP) that will dedicate 100% of their time to the project. The VSP will conduct follow-up with survivors from the FPC about the status of their case, completing crime victims’ compensation applications, and refer survivors to the FPC for advocacy services. Additionally, a key component to strengthening the MDT is enhanced offender accountability through prosecution. The Domestic Violence Assistant State’s Attorney (ASA) will oversee WCSAO’S portion of this project, while reviewing and prosecuting charges related to domestic violence, sexual assault, stalking, and dating violence;

WHEREAS, the City desires to offer a subaward to the Subrecipient with respect to Grant Award 625050 from the Grantor for VAWA ICJIA MDT during the period of 8/1/2026, through 12/31/2026, with the potential of additional funding to support programming for up to 24 more months may be awarded after the initial funding period;

WHEREAS, the Subrecipient is suited for work in this discipline and on this project based upon its extensive experience in providing programs and services aimed at prosecuting crimes of domestic violence, sexual assault, and dating violence and assisting victims of these crimes from the beginning of the case until it’s completion. The WCSAO Domestic Violence Unit has prosecuted and closed 679 cases in the last twelve months. Over the last 5 years, the WCSAO Domestic Violence Unit has made additional improvements related to their response in stalking, which often intersects with domestic violence;

WHEREAS, the purpose of this Agreement is to establish the terms, conditions, roles, and responsibilities of the City and the Subrecipient;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein, the Parties agree as follows:

1. TERM

This Agreement shall be in effect from 8/1/2026 until 12/31/2026, unless terminated earlier as provided herein. The Agreement may be extended by mutual written agreement of the Parties.

2. SCOPE OF DUTIES – CITY

- The City shall provide to the Subrecipient an amount not to exceed \$175,000.00 to fund eligible expenses as allowable under the grant award.
- The City shall comply with all terms of the grant award number 625050 and all referenced exhibits, which are incorporated herein by reference.

3. SCOPE OF DUTIES – SUBRECIPIENT

- The Subrecipient shall submit invoices every month by the 10th of the month for the preceding month. Invoices shall only be considered complete when they include the following:
 - Reimbursement Certification Form.
 - General ledger activity in Excel format.
 - Copies of all documentation, including, but not limited to, invoices, order confirmations, receipts, etc., necessary to support all expenses in the reimbursement request.
 - Detailed timesheets identifying hours worked on the project, signed by both the employee and supervisor (electronic signatures are acceptable).
 - Bank statements to show proof of payment.
 - Any other documentation necessary to show accurate expense totals.
 - Any other documentation reasonably requested by the City.
- The Subrecipient shall maintain adequate financial management and internal controls and comply with all applicable federal and state statutes, regulations, and award terms.
- If indirect expenses are included in the approved budget, the Subrecipient will provide their Negotiated Indirect Cost Rate Agreement (NICRA) or proof of their De Minimis election from GATA prior to reporting any indirect expenses. If a new Negotiated Indirect Cost Rate Agreement is received by the Subrecipient during this grant period, the Subrecipient will forward the new NICRA to the City of Rockford. A budget amendment with the new NICRA will be required at this time.
- The Subrecipient will report out on deliverables and performance measures as required within the grant project.
- The Subrecipient will attend professional and/or multidisciplinary trainings regarding domestic violence / sexual assault as required within the grant project.
- The Subrecipient will have required partner staff complete 40 hour domestic violence training and danger assessment training.
- The Subrecipient will attend scheduled steering committee meetings and case review meetings as required within the grant project.

4. PAYMENT

Payments shall be made in accordance with submitted invoices reflecting actual costs incurred. Invoices shall be submitted monthly with all required supporting documentation of expenses as set forth above. The City will process payments of properly completed invoices in compliance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

5. REPORTING REQUIREMENTS

Subrecipient shall:

- Submit information required for quarterly performance reports no later than fifteen (15) calendar days following the end of each quarter detailing services provided which includes number of victims provided with referrals to victim services, number of domestic violence cases referred for prosecution, number of domestic violence cases reviewed, number of domestic violence cases pursued for prosecution.
- Maintain documentation of all services rendered and data collected.
- Provide any additional data or reports as requested by the City to comply with grant requirements.

6. MONITORING

- The City reserves the right to conduct periodic site visits to monitor the project's progress and ensure compliance.
 - For this award, a minimum of one desk review will be required.
 - When feasible, a 30-day notice will be provided to the Subrecipient prior to the visit.
- The Subrecipient shall cooperate fully with the City's monitoring efforts, including providing access to project sites, records, and personnel.
- The Subrecipient shall implement corrective action plans as needed to address any deficiencies or non-compliance identified during site visits.
- Failure to comply with monitoring requests, or failure to correct deficiencies identified through monitoring, may result in withholding of funds, disallowance of costs, suspension or termination of this agreement, or any other remedies as allowed under 2 CFR §200.339.

7. COMPLIANCE WITH UNIFORM GRANT RULES (2 CFR Part 200)

The Subrecipient certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.

8. "DE MINIMIS" INDIRECT COST RATE

A recipient that is eligible under Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 CFR 200.414 (f), and that elects to use the "de minimis" indirect cost rate, must advise the City in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs as defined by the Part 200 Uniform Requirements.

9. CONFIDENTIALITY

Subrecipient shall maintain the confidentiality of all youth, families, and/or persons served through the program, adhering to the guidelines set forth by their discipline or licensure. If there is an actual or imminent breach of personally identifiable information, the Subrecipient is required to notify the City immediately.

10. CLOSEOUT

- **Closeout Requirements**

The Subrecipient shall comply with all closeout procedures as required by 2 CFR §200.344 and applicable state regulations. The Subrecipient must submit, no later than 15 **calendar days** after the end of the period of performance:

- All financial, performance, and other reports as required by this Agreement;
- Final requests for reimbursement of allowable costs;
- An inventory of any equipment or property acquired under this Agreement; and
- Documentation necessary to reconcile the Subrecipient's records with the City's records.

- **Retention of Records**

The Subrecipient must retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for **a minimum of three (3) years from the date of submission of the final expenditure report**, in accordance with 2 CFR §200.334. If the Federal Award or other applicable laws or regulations require a longer retention period, the Subrecipient must comply with the longer requirement.

- **For this Agreement, the required retention period is: 3 years.**
- If the retention period listed above exceeds three (3) years, the longer period shall govern.

- **Unallowable or Disallowed Costs**

Any costs determined to be unallowable, disallowed, or otherwise not in compliance with this Agreement must be refunded to the City within **30 calendar days** of notification.

- **Failure to Close Out**

Failure by the Subrecipient to submit required reports or documentation may result in:

- Delay or withholding of final payment;
- Disallowance of costs;
- Withholding of future awards; or
- Other remedies available under federal and state law.

11. INSURANCE

Subrecipient shall maintain insurance coverage as required by the City. For the term of this Agreement, Subrecipient shall maintain such types and amounts of liability insurance as may be required to cover Subrecipient's liabilities under this Agreement, including, but not limited to, commercial general liability insurance of at least \$1 million per occurrence and \$2 million general aggregate. Subrecipient shall also maintain workers' compensation insurance as required under Illinois law. Subrecipient shall, upon request, provide to the City evidence of such insurance coverage.

12. SEXUAL HARASSMENT POLICY REQUIREMENT



Every party to a public contract and every eligible bidder shall have a written sexual harassment policy in accordance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) (the “Act”). The written policy must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Act.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

To the extent authorized by law, Subrecipient shall hold harmless and indemnify the City, its employees and agents against any claims, losses, damages, judgments, liabilities, costs, expenses, or obligations including but not limited to attorney’s fees and expenses, arising out of or resulting from the Subrecipient’s errors, omissions, negligence, or misconduct in the provision of services under this Agreement. Nothing in this section shall be deemed to impose an obligation on the Subrecipient to indemnify the City when the City’s negligence or other actionable fault is the sole cause of loss. This indemnification and hold harmless clause shall survive the expiration or termination of this Agreement.

14. NOTICE

Notice. Any notice, demand, request or other communication that any party may desire or may be required to give hereunder shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested:

To Subrecipient:	_____	To City:	City of Rockford
	_____		_____
	_____		_____
	_____		_____

With a copy to: City of Rockford
 Legal Director
 425 E. State Street
 Rockford, Illinois 61104

Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request, or other communication sent pursuant to subsection (a) above shall be served and effective upon such personal service or upon dispatch by electronic means. Any notice, demand, request, or other communication sent pursuant to subsection (b) above shall be served and effective one business day after deposit with the overnight carrier. Any notice, demand, request, or other communication sent pursuant to subsection (c) above shall be

served and effective three (3) business days after proper deposit with the United States Postal Service.

15. RELATIONSHIP OF THE PARTIES

Nothing contained herein or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the Subrecipient and the City. Except as otherwise expressly provided in this Agreement, no party shall become bound, with respect to third parties, by any representation, act, or omission of the other party. Nothing contained in this Agreement shall be construed as creating an employment relationship between the Subrecipient and the City.

16. TERMINATION

This Agreement may be terminated by either Party for any reason upon thirty (30) days' written notice to the other Party. This Agreement may be terminated by the City immediately due to lack of available funding or due to failure of Subrecipient to perform or comply with the terms of this Agreement. In the event of termination, Subrecipient shall be compensated for services rendered up to the date of termination. Any funds not expended by the termination date shall be returned by Subrecipient to the City within thirty (30) days of demand.

17. ASSIGNMENT

Neither party may assign any rights or duties under this Agreement without the prior written consent of the other party.

18. AMENDMENTS

Any modification of this agreement is to be made in writing and will only be enforceable if in writing and signed by all parties.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, understandings, undertakings, or agreements (whether oral or written and whether express or implied) of the parties with respect to the subject matter hereof.

20. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.



21. WAIVER

Either party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that such waiver shall be in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, nor shall it be deemed to constitute a waiver of other rights and remedies provided to said party under this Agreement.

22. CONFLICT OF INTEREST

The Subrecipient shall maintain written standards of conduct governing the performance of its employees, officers, or agents engaged in the selection, award, and administration of contracts supported by Federal or State funds.

- **Prohibition of Conflicts**

No employee, officer, or agent of the Subrecipient may participate in the selection, award, or administration of a contract or other matter supported by Federal funds if a real or apparent conflict of interest exists. A conflict of interest arises when an employee, officer, agent, or any member of their immediate family, partner, or organization that employs or is about to employ any of the parties indicated has a financial or other interest in or receives a tangible personal benefit from a firm considered for a contract.

- **Disclosure Requirement**

The Subrecipient must disclose in writing to the City any potential conflict of interest, whether real or apparent, in accordance with 2 CFR §200.112. Such disclosures must be made immediately upon identification.

- **Remedies**

Failure to comply with this provision may result in disallowance of costs, termination of this agreement, or other remedies as provided under applicable law and regulation.

23. CHOICE OF LAW; VENUE

This Agreement shall be governed by the laws of the State of Illinois. Venue for any disputes shall be the Circuit Court of the 17th Judicial Circuit, Winnebago County.

IN WITNESS WHEREOF, the Parties have executed, or caused to be executed by their duly authorized officials, this Agreement as of the date first above written.

CITY OF ROCKFORD, a Municipal Corporation

By: _____
Thomas McNamara, Mayor

WINNEBAGO COUNTY STATE'S ATTORNEY'S OFFICE, an Illinois local government and prosecution agency

By: _____
J. Hanley, State's Attorney