

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE WINNEBAGO COUNTY COMMUNITY HEALTH BOARD
AND REGION 1 JOINT REGIONAL PLANNING COMMISSION**

This intergovernmental agreement (the "Agreement") is made and entered into by **Winnebago County Community Health Board ("WCCMHB" or "the Board")** and **Region 1 Joint Regional Planning Commission ("R1Planning")** for the purpose of administrating, coordinating, staffing, funding, and maintaining the operation of WCCMHB by R1Planning.

WHEREAS, the WCCMHB is a community mental health board which was started in March 2020 with an inaugural board and began contracting with R1Planning for services in October 2020;

WHEREAS, R1Planning is a commission jointly formed by the County of Boone and the County of Winnebago for the purposes of guiding and accomplishing coordinated, adjusted and harmonious development of the region, and of public improvements and utilities therein in accordance with the needs of the region for, efficiency and economy in the process of development and the general welfare of said region, and for any other purpose as permitted by law;

WHEREAS, R1Planning functions in accordance with Division 5-14, Regional Planning, of the Counties Code (55 ILCS 5/5-14001, *et seq.*) and has the authority to contract with respect to services;

WHEREAS, R1Planning has been providing staffing services including but not limited to grant management, research into peer models and practices, day-to-day administration, outcome reporting, developing a collaborative environment for partners to innovate and develop a strong mental health system, and managing communications in support of WCCMHB's work;

WHEREAS, the WCCMHB will require these and other services in the future;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1: R1PLANNING DUTIES AND OBLIGATIONS

R1Planning shall execute WCCMHB's mission, vision, values, and operating principles in accordance with applicable community priorities, laws, policies, and procedures as directed by WCCMHB as follows:

1.1. Director of WCCMHB and Staff. R1Planning shall provide WCCMHB with one (1) staff member to fulfill the role of Director for WCCMHB and such additional staff members consistent with WCCMHB's work plan and budget. The Director shall be responsible for communicating with WCCMHB and the WCCMHB Board President, managing WCCMHB's work plan, and delegating duties to other R1Planning staff. The Director shall also act as liaison between WCCMHB and R1Planning.

1.2. Work Plans and Budgets. R1Planning shall:

a. Update WCCMHB's work plan and budget annually, outlining the direction and activities of WCCMHB (including the Director of WCCMHB and R1Planning staff) for the fiscal year of October 1 – September 30;

b. Execute WCCMHB's work plan;

- c. Manage WCCMHB's annual budget;
- d. Develop and maintain three-year work plans for WCCMHB; and
- e. Submit an annual budget for R1Planning's services in a timely manner and prior to WCCMHB approving the annual work plan and budget for WCCMHB.

1.3. Grantmaking. R1Planning shall develop, implement, and maintain WCCMHB's grantmaking process, including, but not limited to:

- a. Developing applications and review processes, providing technical support for decision-making processes, and managing ongoing program compliance and evaluation;
- b. Review applications and make staff recommendations;

1.4. Meetings, Records, and Administrative Services. R1Planning shall:

- a. Schedule meetings, issue notices, and prepare agendas and generally ensure that all meetings are conducted in accordance with WCCMHB bylaws and relevant laws;
- b. Keep WCCMHB's records, including correspondence, document maintenance, and other support services;
- c. Approve invoices for services and expenses (pursuant to R1Planning's procurement policy and process) which are consistent with WCCMHB'S work plan and budget and which are consistent with the annual budget for R1Planning's services and submit those invoices to WCCMHB monthly for reimbursement along with backup documentation, including, but not limited to, any relevant receipts, invoices, staff timesheets, and/or other evidence of R1Planning's services and expenses; and
- d. Be responsible for administrative services including but not limited to coordination of human resources, payroll, finance, benefits, and IMRF.

1.5. Information and Advice. R1Planning shall:

- a. Research and provide information requested by WCCMHB; and
- b. Provide technical information, advice, and recommendations to WCCMHB on mental health matters and furthering its objectives.

1.6. Other Functions. R1Planning shall:

- a. Provide communications services to the public and to WCCMHB's partner organizations;
- b. Provide general information as requested and as needed to the public; and
- c. Provide other functions as outlined by the Board.

1.7. Management of Staff. R1Planning staff will remain managed under the management policies of R1Planning.

1.8. Application for Funding. During the term of this Agreement, R1Planning shall not directly apply for funding in any WCCMHB grant application nor will they write grants any other party for an application for a funding request to WCCMHB.

1.9. Disclosure of Relationships. At the closure of each WCCMHB grant application period, R1Planning shall disclose to WCCMHB any active working relationship, and the nature of the work, R1Planning has with any organization who has applied for funding from WCCMHB in the current funding cycle.

ARTICLE 2: WCCMHB DUTIES AND OBLIGATIONS

WCCMHB shall determine its mission, vision, values, and operating principles in accordance with its applicable community priorities, laws, policies, and procedures. WCCMHB shall have duties and obligations under this Agreement as follows:

2.1. Payment for Services. After approval by WCCMHB of an annual budget for R1Planning's services and submittal of an invoice for services and expenses from R1Planning (as set forth above), WCCMHB shall pay R1Planning the invoiced amount within thirty (30) days. However, WCCMHB shall not be obligated to pay R1Planning more than any line-item budgeted amount unless such amount has been approved by WCCMHB in an amended budget.

2.2. Information and Direction. WCCMHB shall provide timely information and direction to R1Planning to enable it to perform its duties.

2.3. Decision Making. WCCMHB shall retain all final decision making including, but not limited to:

- a. All work plans and budgets, including the annual budget for R1Planning's services; and
- b. All funding and grant award decisions for the allocation of the one-half (½) cent sales tax funds.

2.4. Partner Collaborative. WCCMHB shall support the development and ongoing management of a learning collaborative among partners

ARTICLE 3: TERM

This Agreement shall begin October 1, 2021 and renew annually without further action of either party hereto upon WCCMHB's approval of an annual budget for R1Planning's services. Should WCCMHB not approve an annual budget for R1Planning, this Agreement shall terminate immediately.

ARTICLE 4: MISCELLANEOUS PROVISIONS

4.1. Severability. If any one or more of the provisions of this Agreement, or subsequent application thereof, are declared unconstitutional or contrary to law by a court of competent jurisdiction, such ruling shall not affect any other provisions of this Agreement not specifically included in such ruling or which can be given effect without the unconstitutional or invalid provision or application, and to this end, the provisions of this Agreement are declared severable.

4.2. Confidentiality. Unless otherwise required by law, R1Planning will exercise reasonable effort to maintain in confidence information disclosed or submitted to R1Planning by WCCMHB or anyone affiliated with WCCMHB as part of R1Planning providing services to WCCMHB as confidential information. Confidential information does not include information that: (a) is generally available in the public domain

or becomes available to the public through no act of R1Planning; or (b) is independently known by R1Planning prior to receipt; or (c) made available to R1Planning as a matter of lawful right by a third party.

4.3. Authority of Signatories. The execution, delivery of and performance under this Agreement by each party is pursuant to authority validly and duly conferred upon said party and the signatories hereto.

4.4. Notice. Notice shall be given by United States mail, postage fully prepaid, registered or certified mail, addressed to party at the address stated below or when received if delivered personally. Any address for notice may be changed by ten (10) days' prior written notice so given. Notices given otherwise than in accordance with this section, such as by facsimile, email or by overnight delivery, will be effective upon receipt.

If to WCCMHB:

Attention: President
Winnebago County Community Mental Health Board

Telephone:
Facsimile:
Email:

If to R1Planning:

Attention:
Region 1 Joint Regional Planning Commission
127 N Wyman St, First Floor
Rockford, Illinois 61101
Telephone:
Facsimile:
Email:

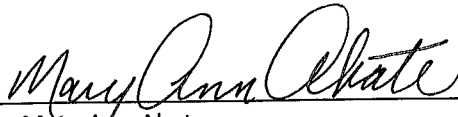
4.5. Termination. Other than as set forth in Article 3 above, this Agreement may be terminated by either party for any reason or no reason at all with one hundred eighty (180) days' written notice to the other party of its intent to terminate.

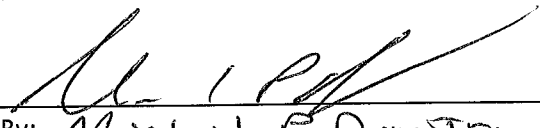
4.6. Return of Assets. In the event this Agreement is terminated in its entirety, R1Planning shall return all property and assets of WCCMHB to WCCMHB within sixty (60) days.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the dates referenced below.

**WINNEBAGO COUNTY
COMMUNITY HEALTH BOARD**

**REGION 1 JOINT REGIONAL
PLANNING COMMISSION**


By: Mary Ann Abate
Its: President
Date: 10/28/2021


By: Michael F. Donatelli
Its: Executive Director
Date: 10/29/2021

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