AGENDA
Public Safety and Justice Committee
Tuesday, October 25, 2022
@ 1:30 PM
Peoria Riverfront Museum, Gilmore Auditorium

1. Call to Order

2. Approval of Minutes
   • October 4, 2022

3. Informational Items / Reports / Other Minutes / Updates
   • ETSB
   • Public Defender Report

4. Resolution
   • Police Service Agreement with Illinois Department of Children and Family Services (DCFS)

5. Miscellaneous

6. Adjournment
Call to Order
Chairman Rosenbohm called the meeting to order at 1:07 pm.

Approval of Minutes
A motion to approve the minutes of August 11, 2022 and August 23, 2022 was made by Ms. Bryant and seconded by Dr. Blair. The motion carried unanimously (7-0).

Budget
A motion to approve budgets under the purview of the Public Safety and Justice Committee as recommended by the County Administrator was made by Ms. Bryant and seconded by Ms. Williams.

Mr. Sorrel advised that the recommended budget for all funds for FY2023 has sources totaling $148 million and expenditures totaling $151 million.

Mr. Sorrel advised that based upon data from the Supervisor of Assessments Office, a conservative 4% increase in Equalized Assessed Value (EAV) has been projected for taxes payable in 2023. He noted that 2023 is also a quadrennial reassessment year, and the Supervisor of Assessments Office has estimated small increases in property values in 2024, 2025, and, potentially, 2026. He stated that the recommended property tax levy for taxes payable in 2023 is recommended at $29.4 million, a rate of 83.21¢ per $100.00 of Equalized Assessed Value, which is 0.8¢ greater than the historical tax rate. He added that the increase in EAV is a function of implementing the Veterans Assistance Commission expenditure budget and related levy pursuant to Public Act 102-0732.

Mr. Sorrel advised that the Public Safety and Justice Committee has budget oversight of a recommended $22.34 million in revenues (15%) and $45.18 million in expenditures (30%) across all funds in multiple departments.
Mr. Sorrel stated that the FY2023 General Fund budget has a recommended balanced budget of $50,877,620.00 in revenues and expenditures.

Mr. Sorrel advised that the Public Safety and Justice Committee has oversight of $11.19 million in revenues (22%) and $30.12 million (65%) in expenditures in the General Fund.

Representatives from the Coroner’s Office, the Sheriff’s Office, Court Administration, Circuit Clerk, State’s Attorney’s Office, and ETSB discussed their requested budgets and answered questions from committee members.

The motion to approve the budget as recommended carried unanimously (7-0).

**Informational Items / Reports / Other Minutes / Updates**

- **ETSB**
  Mr. Tuttle advised that groundbreaking for the Stark County Dispatch Center in Toulon is scheduled for October 28th. He stated that responses to the bid letting are due in November and construction of the new Center should begin by the end of 2022.

- **Public Defender Report**
  No report. No questions or comments from committee.

- **SAFE-T Act FAQ**
  Ms. Hoos stressed that the SAFE-T Act is not a political act, but about public safety. She stated that both the State’s Attorney’s Office and the Sheriff’s Office will make their best effort to implement the Act on January 1, 2023. She advised that there continue to be issues and concerns with the some of the language in the Act and anticipates further revisions prior to January. She commented that she, in conjunction with other elected state’s attorney’s, have been in discussions with state legislators regarding the Act.

  She reiterated that the goal of the SAFE-T Act is to keep individuals from being held in custody due to being unable to pay a bond. She noted that Peoria County implemented a version of the SAFE-T Act several years ago and has been following this guideline for many years. She emphasized that although those who should be held accountable will continue to be held accountable, the State’s Attorney’s Office and the Sheriff’s Office will also ensure that low level offenders who are not a threat to the community are being detained.

**Resolution**

- **Appropriation into FY2022 Drug Forfeiture Fund for purchase of additional K-9 Unit and Training**
  A motion to approve was made by Dr. Blair and seconded by Ms. Bryant. Sheriff Watkins advised that the K-9 Units in the Sheriff’s Office have decreased to the point that there is currently just one Unit. He stated that staff requests an appropriation of $15,000.00 in the FY2022 Drug Forfeiture Fund in order to purchase and train one K-9 Unit.

  The motion to approve carried unanimously (7-0).

**Adjournment**

The meeting was adjourned by Chairman Rosenbohm at 2:02 p.m.

*Recorded and Transcribed by: Jan Kleffman*
AGENDA BRIEFING

COMMITTEE: Public Safety and Justice
MEETING DATE: October 25, 2022

LINE ITEM: Revenue 001 012 3 311 34051
   Expenditure:

ISSUE:
New Police Service Agreement with Illinois Department of Children and Family Services (DCFS)

BACKGROUND/DISCUSSION:

The Illinois Department of Children and Family Services (DCFS) approached the Peoria County Sheriff’s Office requesting to enter into a Police Service Agreement for one (1) Full-Time Deputy to be assigned to the DCFS Peoria Field Office. This Deputy will help support the DCFS Child Protection Division (CPD) as they perform their duties related to home visits, safety assessments, safety and wellbeing checks, taking youth into protective custody, and other responsibilities that require visiting a client’s home within Peoria County.

The term of this agreement is for two (2) years beginning 12/1/22 and continuing through and until 12/1/24. The annual cost for the first year of the agreement is $126,700 and $130,500 for the second year of the agreement. The initial costing of this agreement is consistent with the cost study values provided by Bellwether, LLC that were updated in the spring of 2022. The second year of the agreement has an approximate 3% increase.

The Peoria County Sheriff’s Office intends to bring forward an agenda item to this committee in the beginning of 2023 requesting a budget appropriation equal to the amount of this agreement, where revenues equal the expense request.

COUNTY BOARD GOALS:

EFFECTIVE SERVICE DELIVERY
COLLABORATION

STAFF RECOMMENDATION:
Approval

COMMITTEE ACTION:

PREPARED BY: Doug Gaa
DEPARTMENT: Sheriff’s Office
DATE: 10/11/24
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF PEORIA
ON BEHALF OF THE PEORIA COUNTY SHERIFF’S OFFICE
AND THE ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES

This Intergovernmental Agreement (“IGA”) is entered into by and between the County of Peoria on behalf of the Sheriff of Peoria County (“Sheriff’s Office”) and the Illinois Department of Children and Family Services (“DCFS”) (individually, a “Party” and collectively, the “Parties”), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

I. RECITALS

WHEREAS, DCFS has the primary responsibility of protecting children through the investigation of suspected abuse or neglect by parents and other caregivers in a position of trust or authority over the child; and

WHEREAS, the Child Protection Division (CPD) is a specialized component within DCFS tasked with the crucial role of investigations into the alleged abuse or neglect of a child; and

WHEREAS, DCFS Child Protection Specialists (CPS) are required to implement the duties and responsibilities of CPD by assessing immediate safety of children and initiating appropriate levels of protection needed, observing family situations relating to allegations of abuse and neglect, interviewing alleged victims and perpetrators, and placing children in protective custody if necessary; and

WHEREAS, the Sheriff’s Office is in a unique position to help support CPS as they perform their duties related to home visits, safety assessments, safety and wellbeing checks, taking youth into protective custody, and other responsibilities that require visiting a client’s home within Peoria County, Illinois; and

WHEREAS, DCFS desires to collaborate with the Sheriff’s Office to enhance safety protocols and measures for CPS when they conduct required home visits, safety assessments, safety and well-being checks, taking youth into protective custody, and other responsibilities which requires visiting a client’s home within Peoria County, Illinois; and

WHEREAS, a strong collaboration between DCFS and the Sheriff’s Office to enhance safety protocols and measures will help support CPS in performing their job duties and responsibilities; and

WHEREAS, DCFS and the Sheriff’s Office have created a specialized unit comprised of Deputy Sheriffs to accompany and assist CPS during home visits, safety assessments, safety and well-being checks, taking youth into protective custody, and other responsibilities which requires CPS to visit a client’s home within Peoria County, Illinois.

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions set forth in this IGA, the Parties agree as follows:
II. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth.

III. ROLES AND RESPONSIBILITIES

A. DCFS Responsibilities

i. CPS will identify, with direction from the Child Protection Specialist Supervisor, Area Administrator, or Regional Administrator, instances in which a Deputy Sheriff is needed to accompany and assist CPS to a home visit, safety assessment, safety and well-being check, taking youth into protective custody, or other responsibilities which requires CPS to visit a client’s home within Peoria County, Illinois.

ii. CPS will make reasonable efforts to identify and assess any known safety risks prior to conducting any home visit, safety assessment, safety and well-being check, taking youth into protective custody, or other responsibilities which requires CPS to visit to a client’s home.

iii. CPS will fully brief the assigned Deputy Sheriff on all pertinent and non-confidential information, including any identified risks associated with the home visit, safety assessment, safety and well-being check, or other responsibilities which requires CPS to visit a client’s home.

iv. As directed by the Deputy Sheriff, CPS will adhere to any safety measures identified by the Deputy Sheriff in response to the known risks associated with the home visit, safety assessment, safety and well-being check, or other responsibilities which requires CPS to visit a client’s home.

v. DCFS will provide a dedicated office space in the local DCFS field office for the assigned Deputy Sheriff. The field location office is as follows: 2001 NE Jefferson St, Peoria, IL (“Peoria DCFS Office”).

vi. If the Deputy Sheriff is dissatisfied with the performance of DCFS pursuant to this IGA, DCFS and the Sheriff’s Office shall work together in good faith to find a mutually agreeable solution.

B. Sheriff’s Office’s Responsibilities

i. Provided DCFS performs under Section V, the Sheriff’s Office shall make all reasonable efforts to assign one (1) Deputy Sheriff and one (1) squad car to CPD operating out of the Peoria DCFS Office (“Peoria CPD”) to accompany and assist CPS as needed.

ii. Contingent on operational capacity, as determined in Sheriff’s Office sole discretion, the Deputy Sheriffs shall be dedicated five (5) days a week from 9 a.m. to 5 p.m. to Peoria CPD.
iii. In the event that the assigned Deputy Sheriff has taken benefit time or leave, Sheriff’s Office shall assign an appropriate individual for coverage purposes and to assume the duties and responsibilities of the assigned Deputy Sheriff.

iv. As permitted by other duties, as determined in Sheriff’s Office sole discretion, the assigned Deputy Sheriff shall assist Peoria CPD in executing child protection warrants issued by the Circuit Court of Peoria County to help locate and return missing youth in care to DCFS.

v. The Sheriff’s Office shall provide vehicles, fuel, computers, and routine supplies for the general operations as deemed necessary by the Sheriff’s Office.

vi. The Sheriff’s Office shall provide command staff for the Deputy Sheriff detailed to Peoria CPD.

vii. Command and control of any and all personnel employed by the County or the Sheriff’s Office and assigned to Peoria CPD shall be through the chain-of-command of the Sheriff’s Office according to the Sheriff’s Office’s General Orders, rules, and regulations.

viii. The Sheriff’s Office personnel assigned to Peoria CPD shall report, document, and record their activities, including the number of home visits with which the Deputy Sheriff provided assistance to Peoria CPD, according to the Sheriff’s Offices General Orders, rules, and regulations. All reports and records generated by the Deputy Sheriff shall be maintained by the Sheriff’s Office and shall be provided to DCFS on a monthly basis or more frequently as requested.

ix. The assigned Deputy Sheriff shall fully brief CPS on all pertinent and non-confidential information known or available to the Sheriff’s Office, including any identified risks associated with the home evaluation, home visit, or other responsibilities requiring CPS to visit a client’s home.

x. If DCFS is dissatisfied with the performance of a Deputy Sheriff, DCFS may request that the Sheriff’s Office reassign a new Deputy Sheriff to Peoria CPD. The Sheriff’s Office shall comply with DCFS’s request for reassignment unless operational capacity or an applicable collective bargaining agreement prevents the Sheriff’s Office from such reassignment. If operational capacity or an applicable collective bargaining agreement prevents the Sheriff from such reassignment, the Sheriff’s Office and DCFS shall work together in good faith to find a mutually agreeable solution.

C. Nothing in this IGA shall be interpreted to supersede any of the respective policies, general orders, protocols, or collective bargaining agreements of DCFS, County, or the Sheriff’s Office.

IV. TERM AND TERMINATION

The Term of this IGA shall begin on December 01, 2022, and shall continue for two (2) years, through and until December 01, 2024. Any Party may terminate this IGA at any time upon thirty (30) days written notice.
V. REIMBURSEMENT

A. DCFS agrees to reimburse the Sheriff’s at the rate of $126,700 in year one and $130,500 in year two in exchange for the Sheriff’s Office assignment of one (1) Deputy Sheriff to Peoria CPD pursuant to this IGA. Said payment shall be used by the Sheriff’s Office to pay the salary and benefits to such Sheriff’s police officers.

B. DCFS agrees to reimburse the Sheriff’s Office for other reasonable costs identified pursuant to this IGA.

C. The Sheriff’s Office shall send an invoice to DCFS in accordance with paragraph V.A and V.B. Invoices shall be prorated and issued on a monthly basis.

D. DCFS shall process payment to the Sheriff’s Office within ninety (90) days of receipt of invoice, payable to the Peoria County Sheriff’s Office 301 N. Maxwell Rd., Peoria IL 61604.

VI. DISPUTE RESOLUTION

In the event of a dispute between DCFS and the Sheriff’s Office concerning this IGA, each Party shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the Peoria County State’s Attorney and DCFS’s General Counsel shall attempt to resolve the dispute in good faith and in a cooperative manner. This provision does not limit either Party from pursuing its legal rights in any manner provided for under the law.

VII. NOTICE

Unless otherwise specified, any notice, demand, or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U.S. mail. Any notice, demand, or request served personally or by facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand, or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand, or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder.

To the Peoria County Sheriff’s Office: Peoria County Sheriff
301 N. Maxwell Rd., Peoria IL 61604

To DCFS: DCFS
Attn: Director’s Office
60 East Van Buren
Suite 1339
Chicago, IL 60605
VIII. MISCELLANEOUS

A. The Parties shall at all times observe and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this IGA.

B. When confidential information is exchanged, the following rules shall apply: (i) the confidential nature of the information shall be preserved; (ii) the information furnished shall be used only for the purposes for which it was made available; (iii) assurance must be given that the proper steps shall be taken to safeguard the information; and (iv) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation.

C. This IGA is contingent upon and subject to the availability of sufficient funds. DCFS may terminate or suspend this IGA in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to DCFS; (ii) the Governor or DCFS reserves appropriated funds; or (iii) the Governor or DCFS determines that appropriated funds may not be available for payment. DCFS will compensate the Sheriff’s Office for work already performed by the Sheriff’s Office prior to such suspension or termination. DCFS shall provide notice, in writing, to the Sheriff’s Office of any such funding failure and its election to terminate or suspend this IGA as soon as practicable. Any suspension or termination pursuant to this Section shall be effective upon the Sheriff’s Office’s receipt of notice.

D. This IGA may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

E. This IGA shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. Each Party agrees to the original jurisdiction of those courts located within the County of Peoria, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this IGA.

F. This IGA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, and discussions. This IGA may not be modified or amended in any manner without the prior written consent of the Parties. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Parties.

G. If any term of this IGA or any application thereof is held invalid or unenforceable, the remainder of this IGA shall be construed as if such invalid part were never included herein and this IGA shall be and remain valid and enforceable to the fullest extent permitted by law.

H. This IGA shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 et seq.

I. County shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.

J. DCFS shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.
K. No officer, member, official, employee, or agent of DCFS or County shall be individually or personally liable in connection with this IGA when acting within the scope of his/her duties and/or employment. Each Party shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third Parties that may reasonably result from the performance of its lawful functions, including those functions that are contemplated by this IGA. Each Party shall bear the cost of its own defense. This IGA shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party with respect to third Parties or to increase the liability of any Party beyond that which is imposed by law.

L. This IGA may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Intergovernmental Agreement on the dates set forth below.

ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES EXECUTION: The undersigned, on behalf of the Illinois Department of Children and Family Services, hereby accepts the foregoing Intergovernmental Agreement:

_________________________________   ____________________________
Marc D. Smith                                           Dated:
Director
Illinois Department of Children and Family Services

PEORIA COUNTY EXECUTION: The undersigned, on behalf of the County of Peoria, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:

By: ______________________________
   Administrator of Peoria County

ATTEST: ____________________________
   County Clerk

__________________________________
Chris Watkins, Sheriff of Peoria County
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Police Service Agreement between Peoria County and the Department of Children and Family Services (DCFS) 12/1/22 through and until 12/1/24

RESOLUTION

WHEREAS, the Department of Children and Family Services (DCFS) requested that the Peoria County Sheriff’s Office enter into an intergovernmental agreement for police services; and

WHEREAS, this service agreement will allow the Peoria County Sheriff’s Office to support the Department of Children and Family Services (DCFS) Child Protection Division (CPD); and

WHEREAS, the Sheriff and your Committee recommend that the County of Peoria enter into the attached intergovernmental agreement with the Department of Children and Family Services (DCFS) providing the dedicated police services from December 1, 2022 through and until December 1, 2024 totaling $257,200 over the term of the agreement to be paid to the County; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County that the Peoria County Administrator is hereby authorized and directed to enter into the attached intergovernmental agreement with the Department of Children and Family Services subject to the approval of the Peoria County State’s Attorney’s Office.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee