



# AGENDA

## Public Safety and Justice Committee

Tuesday, June 21, 2022

@ 1:00 PM

Peoria County Courthouse, Room 403

1. **Call to Order**
2. **Approval of Minutes**
  - May 24, 2022
3. **Informational Items / Reports / Other Minutes / Updates**
  - ETSB
  - Public Defender Report
4. **Resolutions**
  - Metropolitan Airport Authority of Peoria Police Services Agreement
  - Dunlap Unit School District Police Services Agreement
  - SFY23 Problem-Solving Courts Evaluation Contract
  - SFY23 Adult Redeploy Illinois Grant
5. **Committee Action**
  - Review of Executive Session Minutes
6. **Miscellaneous**
7. **Adjournment**

**DRAFT**  
**MINUTES**  
**Public Safety and Justice Committee**  
**May 24, 2022**  
**@ 1:30 p.m.**

<b>MEMBERS PRESENT:</b>	<b>Paul Rosenbohm</b> – Chairperson; <b>Eden Blair, Brian Elsasser</b> ( <i>via teleconference</i> ), <b>Rob Reneau, Steven Rieker, Phillip Salzer</b>
<b>MEMBERS ABSENT:</b>	<b>Brandy Bryant, Sharon Williams</b>
<b>OTHERS PRESENT:</b>	<b>Scott Sorrel</b> – County Administrator; <b>Shauna Musselman</b> – Assistant County Administrator; <b>Jennie Cordis Boswell, Dana Hughes</b> - State's Attorney's Office; <b>Heather McCord</b> – Chief Financial Officer; <b>Jack Walton</b> – County Administration; <b>Jodi Noe</b> – ETSB; <b>Gabe McLeod, Jennifer Shadid</b> – Courts Administration; <b>Kristen Collins</b> – Public Defender; <b>Brian Asbell, Doug Gaa</b> – Sheriff's Office

**Call to Order**

Chairman Rosenbohm called the meeting to order at 1:31 pm.

A motion to allow the participation of Mr. Elsasser via teleconference was made by Mr. Salzer and seconded by Mr. Rieker. The motion carried unanimously (5-0).

**Approval of Minutes**

A motion to approve the minutes of March 1, 2022 was made by Mr. Reneau and seconded by Dr. Blair. The motion carried unanimously (6-0).

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

- ETSB

Ms. Noe advised that the ETSB is awaiting approval from the State regarding the Stark County Consolidation Grant.

- Public Defender Report

Ms. Collins directed committee members to the submitted report and stood for any questions. There were no questions or comments from committee.

**Resolution**

- **SFY Family Violence Coordinating Council Grant**

A motion to approve was made by Mr. Rieker and seconded by Dr. Blair. Ms. Shadid advised that the Family Violence Coordinating Council Grant in the amount of \$39,000.00 has been awarded to the Office of the Chief Judge. She stated that the funds have been budgeted and the Courts are seeking approval to enter into the grant agreement.

The motion to approve carried unanimously (6-0).

**Adjournment**

The meeting was adjourned by Chairman Rosenbohm at 1:35 p.m.

*Recorded and Transcribed by: Jan Kleffman*

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice  
MEETING DATE: June 21, 2022

LINE ITEM: Revenue:001 1 012 3 311 34051  
Expenditure:

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ISSUE: Renewal of Police Service Agreement with the Metropolitan Airport Authority of Peoria

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**BACKGROUND/DISCUSSION:**

The current contract with the Metropolitan Airport Authority of Peoria expired on February 28, 2022. The Peoria County Sheriff's Office has been continuing to provide police services to the Airport Authority and have been billing the Airport Authority under the current rate identified in the previous contract while this contract is pending approval. The Peoria County Sheriff's Office hired Bellwether, LLC in the fall of 2021 to provide a cost study for police services. Bellwether provided an update to their cost study values in the spring of 2022 and these values were used in the calculation for charges for services for this contract.

The Metropolitan Airport Authority of Peoria's annual cost for police services from 3/1/21-2/28/22 was \$482,700.00. The new annual cost calculated in accordance with Bellwether's cost study will be \$599,436.00. Due to the substantial cost increase, the annual charge of \$599,436.00 will remain flat without any additional increases over the duration of the contract. The duration of this contract is from 3/1/22-2/28/27

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**COUNTY BOARD GOALS:**



**EFFECTIVE SERVICE DELIVERY**



**COLLABORATION**

**STAFF RECOMMENDATION:**

Approval

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**COMMITTEE ACTION:**

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PREPARED BY: Doug Gaa  
DEPARTMENT: Sheriffs Office  
DATE: 5/17/2022

**ATTACHMENTS:**

	Description	Type
☐	Metropolitan Airport Authority of Peoria Resolution	Resolution Letter
☐	Metropolitan Airport Authority of Peoria Police Services Agreement	Exhibit

**PEORIA COUNTY/PEORIA COUNTY SHERIFF/AIRPORT AUTHORITY**  
**INTERGOVERNMENTAL AGREEMENT FOR POLICE SERVICES**

This Agreement made on the \_\_\_ day of \_\_\_\_\_ 2022, by and between the COUNTY OF PEORIA, Illinois, A body Politic and Corporate, (hereinafter referred to as the COUNTY), Brian Asbell, PEORIA COUNTY SHERIFF (hereinafter referred to as the SHERIFF), AND THE METROPOLITAN AIRPORT AUTHORITY OF PEORIA, (hereinafter referred to as the AIRPORT AUTHORITY).

WITNESSETH THAT:

WHEREAS, the COUNTY, the SHERIFF and the AIRPORT AUTHORITY have reached an Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY, the SHERIFF, and the AIRPORT AUTHORITY as follows, that:

1. This Agreement shall be in effect for a period from March 1, 2022, through and including February 28, 2027.

2. The AIRPORT AUTHORITY shall pay to the COUNTY monthly installments for the said period listed.

- March 1, 2022 through and including February 28, 2023 a monthly amount of \$49,953.00 in twelve monthly installments totaling \$599,436.00.
- March 1, 2023 through and including February 28, 2024 a monthly amount of \$49,953.00 in twelve monthly installments totaling \$599,436.00.
- March 1, 2024 through and including February 28, 2025 a monthly amount of \$49,953.00 in twelve monthly installments totaling \$599,436.00.
- March 1, 2025 through and including February 28, 2026 a monthly amount of \$49,953.00 in twelve monthly installments totaling \$599,436.00.

- March 1, 2026 through and including February 28, 2027 a monthly amount of \$49,953.00 in twelve monthly installments totaling \$599,436.00.

Said payments shall be for patrol, related services, and equipment costs incurred by the Peoria County Sheriff's Office in the performance of this Agreement. Payments for services rendered under this Agreement shall be due on March 1, 2022 and the first day of every month thereafter, with payments to be made within ten (10) days of receipt of billing.

3. The SHERIFF shall employ and the COUNTY shall fund a sufficient number of peace officers for the Sheriff's Office and will procure such additional equipment as is necessary for the police services to be performed under the terms of this Agreement.

4. The peace officers who are to perform the police services hereunder shall be designated by the SHERIFF and remain subject to the SHERIFF'S control and direction.

5. The SHERIFF shall establish an orientation program for the designated peace officers concerning their duties and responsibilities under the terms of this Agreement, which such program shall include training as may be required by the Transportation Security Administration ("TSA"). The SHERIFF shall maintain a record of completion of TSA training and furnish the same to the Airport.

6. The COUNTY shall maintain a communications system adequate to provide twenty-four (24) hour police communications for the benefit of the AIRPORT AUTHORITY.

7. The police services to be provided by the SHERIFF to the AIRPORT AUTHORITY hereunder shall consist of the following:

- a. The SHERIFF shall provide twenty-four (24) hour, seven (7) days per week police services within the area of the AIRPORT AUTHORITY. These patrols shall be in coordination with the normal shift hours of the Sheriff's Office, and determined by the SHERIFF in consultation with the Director of the AIRPORT AUTHORITY.
- b. The police services to which reference is made in Section 7a above shall be in addition to routine police services performed by the regular deputies of the Sheriff's Office.
- c. During all patrols, the SHERIFF will enforce laws of the State of Illinois and any other applicable laws (including parking enforcement).
- d. Duties & Responsibilities: Deputies assigned to provide police services under this agreement shall: 1) be a general safeguard for civil aviation activities and enforce all applicable local, state, and federal laws; 2) enforce applicable federal regulations for which local enforcement officers have enforcement authority; 3) patrol airport premises twenty-four hours each day; 4) stop, detain, and arrest violators as appropriate; 5) enforce traffic laws and issue citations in accordance with the Illinois Vehicle Code; 6) coordinate security concerns with Airport Authority regarding high profile travelers; 7) provide emergency assistance to all persons as necessary; 8) act as representative of airport operations when needed; 9) In the absence of airport operations, notify Airport Authority point of contact when emergency situations arise, such as aircraft emergencies, inclement weather, vehicle accidents and collisions; 10) support TSA operations, including but not limited to the following: a) support TSA screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons, and similar tasks; b) follow an

established response standard which is mutually acceptable to TSA, the Airport authority, and Peoria County; c) participate in TSA's Layered Security Programs (appropriate level of participation to be determined by TSA, the Airport Authority, and Peoria County; d) assist in the verification of credentials of deputies assigned to the Airport as requested by TSA; e) promptly provide incident reports, police reports, and other information when requested by TSA as part of a regulatory investigation; f) cooperate fully with regulatory investigations of the TSA; g) and coordinate all media releases and other contact with or by media on matters in which the TSA is involved. The preceding is a non-exhaustive list of duties and responsibilities.

- e. The assigned deputies will provide a monthly report or, alternatively, will attend the monthly meeting of the AIRPORT AUTHORITY to address police service issues.

8. The SHERIFF shall maintain a file and records system for processing all data relative to the incidents of arrest, reports of crime, and disposition of all cases which occur within the AIRPORT AUTHORITY and such records shall be integrated with the SHERIFF'S master files.

9. The SHERIFF may, from time-to-time, at his discretion, provide intensive traffic-control measures within the AIRPORT AUTHORITY. Such traffic control measures shall include the use of radar and related devices.

10. The SHERIFF shall, at his discretion, and consistent with good police practices, provide investigative services for the AIRPORT AUTHORITY when such services are necessary to perform the police services to be provided hereunder.

11. Discipline of the designated peace officers shall be the responsibility of the SHERIFF and the Peoria County Sheriffs Merit Commission. The designated peace officers shall not be considered employees of the AIRPORT AUTHORITY and shall only be subject to direction by the SHERIFF or his designee.

12. Indemnity. The SHERIFF and COUNTY shall indemnify and hold harmless the AIRPORT AUTHORITY and its Board and Commissioners and employees (the "INDEMNIFIED PARTIES") to the fullest extent permitted by applicable law against any and all expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the INDEMNIFIED PARTIES (net of any related insurance proceeds received by or paid on the AIRPORT AUTHORITY's behalf) in connection with any reasonable present or future threatened, pending, or completed claim, action, suit or proceeding, whether civil, criminal administrative or investigative by reason of or resulting from or based upon the police services set forth in Paragraph No. 7. Notwithstanding the foregoing, SHERIFF and COUNTY shall have no duty to indemnify, defend or hold harmless INDEMNIFIED PARTIES to the extent that any such loss or damage is due to the negligence or willful misconduct of INDEMNIFIED PARTIES. This provision shall survive the expiration or earlier termination of this Agreement.

13. The foregoing constitutes the entire Agreement and no verbal statements shall supersede any of those provisions. This Agreement may be amended by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first above written.

COUNTY OF PEORIA, ILLINOIS

AIRPORT AUTHORITY

By: \_\_\_\_\_  
Administrator of Peoria County

By: \_\_\_\_\_  
Chairman, Airport Authority

ATTEST: \_\_\_\_\_  
County Clerk

ATTEST: \_\_\_\_\_  
AIRPORT AUTHORITY

\_\_\_\_\_  
Brian Asbell, 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 Services Agreement between Peoria County and the Metropolitan Airport Authority of Peoria, 3/1/22-2/28/27

**RESOLUTION**

**WHEREAS**, the County of Peoria and the Peoria County Sheriff’s Office had previously entered into intergovernmental agreements with the Metropolitan Airport Authority of Peoria for police services to the Airport; and

**WHEREAS**, the Metropolitan Airport Authority of Peoria and the Sheriff of Peoria County have agreed to update the intergovernmental agreement with Peoria County and the Sheriff so that the Airport can continue to receive the police services previously provided; and

**WHEREAS**, the Sheriff and your Committee recommend that the County of Peoria enter into the attached intergovernmental agreement with the Metropolitan Airport Authority of Peoria providing the dedicated police services from March 1, 2022 through February 28, 2027 totaling \$2,997,180 over the term of the contract 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 Metropolitan Airport Authority of Peoria subject to the approval of the Peoria County State’s Attorney’s Office.

RESPECTFULLY SUBMITTED,  
 Public Safety and Justice Committee

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice  
MEETING DATE: June 21, 2022

LINE ITEM: Revenue: 001 1 012 3 311 34051  
Expenditure:

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ISSUE: Renewal of Police Service Agreement with Dunlap Unit School District 323

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**BACKGROUND/DISCUSSION:**

The current contract with the Dunlap Unit School District 323 expired on May 24, 2022. The Peoria County Sheriff's Office hired Bellwether, LLC in the fall of 2021 to provide a cost study for police services. Bellwether provided an update to their cost study values in the spring of 2022 and these values were used in the calculation for charges for services for this contract.

Dunlap Unit School District 323's annual cost for police services from 8/16/21-5/24/22 was \$165,673.00 The new annual cost calculated in accordance with Bellwether's cost study will be \$200,143.00 The subsequent years on the contract will increase 3% per year. The duration of this contract is from 8/15/22-5/23/25

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**COUNTY BOARD GOALS:**



**EFFECTIVE SERVICE DELIVERY**



**COLLABORATION**

**STAFF RECOMMENDATION:**  
Approval

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**COMMITTEE ACTION:**

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PREPARED BY: Doug Gaa  
DEPARTMENT: Sheriff's Office  
DATE: 5/20/2022

**PEORIA COUNTY/PEORIA COUNTY SHERIFF-  
DUNLAP UNIT SCHOOL DISTRICT 323  
INTERGOVERNMENTAL AGREEMENT FOR POLICING SERVICES**

The COUNTY of PEORIA, Illinois, a body Politic and Corporate (hereinafter COUNTY), Brian Asbell, PEORIA COUNTY SHERIFF (hereinafter SHERIFF), and the Governing Board of DUNLAP UNIT SCHOOL DISTRICT 323, (hereinafter SCHOOL DISTRICT 323), collectively referred to as "Parties" enter into this agreement for policing services (hereinafter Agreement) on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and do agree that:

SCHOOL DISTRICT 323 maintains a facility and program located at 5220 West Legion Hall Road, Dunlap, Illinois for the benefit of the students it serves; and

SCHOOL DISTRICT 323 has determined that a need presently exists for on-site policing services at that facility to provide additional security and to prevent or reduce crime; and

SCHOOL DISTRICT 323 may need on-site policing services at other SCHOOL DISTRICT 323 facilities to provide additional security and to prevent or reduce crime; and

the SHERIFF and the COUNTY have agreed to provide policing services to SCHOOL DISTRICT 323 pursuant to this Agreement.

FURTHERMORE, public agencies are authorized to enter into agreements pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*); the SHERIFF, the COUNTY, and SCHOOL DISTRICT 323 are all public agencies, as defined by Section 2 of the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/2); and the Parties have determined that it is in their respective and mutual best interests to enter into this Agreement and provide the services hereunder.

**THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY, the SHERIFF, and SCHOOL DISTRICT 323 that:

1. **Recitals.** The above recitals shall be incorporated herein by reference.
2. **Term.** This Agreement shall be in effect for a period from August 15, 2022 through and including May 23, 2025 without snow days, unless terminated sooner by either party upon tendering ninety (90) days written notice to the other Party in accordance with the notice provision contained in Paragraph 22 of this Agreement.
3. **Renewal.** This Agreement may be renewed by amendment pursuant to Paragraph 18, or a new successor agreement may be executed by the Parties.
4. **Default.** In the event either Party to this Agreement fails to perform any of the terms and conditions contained herein, the Party failing to perform shall be considered to

be in default of this Agreement. Upon written notification from the non-defaulting Party, the defaulting Party shall have thirty (30) days from the receipt of said notice to cure the default or to commence activities to cure the default if the default cannot reasonably be cured within the thirty (30) day period. Should the defaulting Party fail to cure the default, or take action to cure the default, if applicable, within the thirty (30) day period, the non-defaulting Party may take such action as is available in law or equity. If a Party is found to be in default in a court of law or equity, the defaulting Party shall be responsible for all costs, fees and expenses, including attorneys' fees, incurred by the other Party which result from or are associated with such default and the enforcement of the terms of this Agreement.

5. **Payments.** SCHOOL DISTRICT 323 shall pay to the COUNTY monthly installments as detailed in the chart below:

	<b>Contract Year 1</b> 2022-2023	<b>Contract Year 2</b> 2023-2024	<b>Contract Year 3</b> 2024-2025
<b>Month</b>	Monthly Installments	Monthly Installments	Monthly Installments
August	\$12,671	\$13,051	\$13,443
Sept.-April	\$21,119	\$21,753	\$22,406
May	\$18,520	\$19,076	\$19,648
<b>Yearly Total</b>	\$200,143	\$206,151	\$212,339

In the event of snow days, which extend the end of the school calendar, the additional rate will be \$487.00 per Deputy per day.

It is the expectation of the parties that if the Agreement is extended by mutual agreement, then payments made during the extended period will continue at the above rate as modified by Collective Bargaining Agreement increases in Deputy pay.

Said payments shall be in consideration for the assignment of sworn peace officers (hereinafter "officers" or "Deputies") to SCHOOL DISTRICT 323, for policing services and equipment costs incurred by the Peoria County Sheriff's Office in the performance of this Agreement. Payments for services rendered under this Agreement shall be due on September 1, 2022, and the first day of every month thereafter or 30 days from receipt of billing for a given month, whichever is later.

6. **Overtime.** SCHOOL DISTRICT 323 shall pay overtime when Deputies have worked more than forty hours in one week at a SCHOOL DISTRICT 323 facility, and shall only pay for overtime hours worked at a SCHOOL DISTRICT 323 facility. See Paragraph 11 for additional overtime terms.

7. **Employment of Peace Officers/Deputies.** The SHERIFF shall employ and the COUNTY shall fund a sufficient number of Deputies, and the Sheriff's Office will procure

such additional equipment, as is necessary for the policing services to be performed under the terms of this Agreement. All Deputies assigned to serve at a SCHOOL DISTRICT 323 facility shall remain employees of the SHERIFF and the COUNTY and shall not have the benefit, right or status of employment with SCHOOL DISTRICT 323. Any equipment owned by the SHERIFF or the COUNTY and used by Deputies assigned to a SCHOOL DISTRICT 323 facility shall remain at all times under the usage and control of the SHERIFF and the COUNTY, which shall bear the cost of maintaining such equipment.

8. **Control of Peace Officers.** The Deputies who are to perform policing services under this Agreement shall be assigned by the SHERIFF and remain subject to the SHERIFF'S control and direction. The assigned Deputies shall report to the Superintendent or his/her designee at the SCHOOL DISTRICT 323 facility and shall cooperate with that designee in carrying out their duties under this Agreement to the extent such cooperation is not countermanded by order of the SHERIFF. When feasible, the SHERIFF will assign the same Deputies to SCHOOL DISTRICT 323 for an extended period of time. The SHERIFF shall make all reasonable efforts to maintain such continuity in the assignment of Deputies to SCHOOL DISTRICT 323.

9. **Orientation Program.** The SHERIFF shall establish an orientation program for the assigned Deputies concerning their duties and responsibilities under the terms of this Agreement. The Deputies assigned to the SCHOOL DISTRICT 323 facilities shall be sent to specialized training as determined by the SHERIFF in consultation with SCHOOL DISTRICT 323.

10. **Communications System.** The COUNTY shall maintain a communications system adequate to provide twenty-four (24) hour police communications for the benefit of SCHOOL DISTRICT 323.

11. **Policing Services.** Policing services provided by the SHERIFF and the COUNTY to SCHOOL DISTRICT 323 shall consist of:

- a. The SHERIFF shall provide two Deputies five (5) days per week during regular school hours (0800-1600) and for additional times when school activities occur or for meetings with SCHOOL DISTRICT 323 staff and/or other individuals as requested by SCHOOL DISTRICT 323. Deputies shall be expected to schedule vacations and other days off in accordance with the schedule of the school. If a Deputy is unavailable due to illness or other reasons on a day that his or her presence is required, the SHERIFF shall promptly notify SCHOOL DISTRICT 323 of such unavailability and, at the discretion and request of SCHOOL DISTRICT 323, send a replacement Deputy until such time as the regularly assigned Deputy is available.
- b. The presence of a Deputy outside of regular school hours shall be determined by the SHERIFF in consultation with the Superintendent of SCHOOL DISTRICT 323, but regular school hours worked in combination with additional

time shall not exceed a forty hour work week, unless requested by SCHOOL DISTRICT 323 and approved by the SHERIFF in his sole discretion, with any such overtime to be paid by SCHOOL DISTRICT 323 in addition to any other sums payable under this agreement pursuant to Paragraph 6 of this Agreement.

- c. During the time Deputies are present at SCHOOL DISTRICT 323 facilities, Deputies will enforce the laws of the State of Illinois and any other applicable laws (including parking enforcement).
- d. Deputies shall be provided a convenient parking space at SCHOOL DISTRICT 323 facilities and shall also be provided an office with necessary work space. When assigned to provide policing services at a school, Deputies will eat meals at the school.
- e. When assigned to a school during regular school hours, Deputies shall be available for emergency calls requiring their assistance off school grounds under this Agreement. The SHERIFF shall make all reasonable efforts to avoid using assigned Deputies for emergency calls requiring their assistance off school grounds. The SHERIFF shall not be responsible for providing replacement Deputies when emergency calls require temporary assistance and Deputies can return to their assigned duties at the school. The SHERIFF shall pay for the Deputies' time during emergency calls. If an emergency call causes Deputies to incur overtime, the SHERIFF shall be responsible for overtime expenses. In such instances, the SHERIFF agrees to review the allocation of the Deputies' hours and adjust the monthly billing to credit SCHOOL DISTRICT 323 for the time the Deputy is not at the school. The lack of services occasioned by an emergency call as described above shall not constitute a default under Paragraph 4 of this Agreement.

12. **Student Records.** It is expressly agreed by and between the Parties that any and all student records generated by assigned Deputies as a result of the implementation of this Agreement, and pursuant to same, shall be maintained and kept by the SHERIFF, and are not subject to release or disclosure except as authorized by federal and state law. It is understood, however, that SCHOOL DISTRICT 323 or its underlying school districts may have a reciprocal agreement with various law enforcement agencies which may by mutual agreement provide authority to obtain such records. Notwithstanding any terms in this Agreement, this Agreement shall not abrogate any of SCHOOL DISTRICT 323's responsibilities under state and federal student records law.

13. **Investigative Services.** The SHERIFF shall, at his discretion, and consistent with good policing practices, provide investigative services for SCHOOL DISTRICT 323 when such services are necessary to comply with this Agreement.

14. **Evaluation and Discipline.** Evaluation and discipline of the assigned Deputies shall be the responsibility of the SHERIFF and the Peoria County Sheriff's Merit

Commission. The assigned Deputies shall not be considered employees of SCHOOL DISTRICT 323 and shall only be subject to direction by the SHERIFF or his designee.

**15. Liability for Actions of Assigned Deputies.** The SHERIFF and the COUNTY agree to indemnify, defend and hold harmless SCHOOL DISTRICT 323, its governing board, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, of any nature, kind or description, including reasonable attorneys' fees, arising out of, caused by or resulting from any Deputy's actions or inactions or any policing services provided or failing to be provided by the SHERIFF. The SHERIFF and the COUNTY shall maintain liability insurance that covers the Deputies for their action or inaction on SCHOOL DISTRICT 323 property and for his action or inaction in providing services under this Agreement.

**16. Liability for Actions of SCHOOL DISTRICT 323.** SCHOOL DISTRICT 323 agrees to indemnify, defend and hold harmless the SHERIFF, assigned Deputies, and the COUNTY, the County Board, and their officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, of any nature, kind or description, including reasonable attorneys' fees, arising out of, caused by or resulting from the actions or inactions of SCHOOL DISTRICT 323, its governing board, officers, employees, volunteers, agents, successors and/or assigns arising out of or related to this Agreement. SCHOOL DISTRICT 323 shall maintain liability insurance that covers SCHOOL DISTRICT 323, its governing board, officers, employees, volunteers, agents, successors and/or assigns for actions or inactions arising out of or related to the provision of education programs served by the SHERIFF under this Agreement.

**17. Liability for Employment Claims.** The SHERIFF and the COUNTY agree to indemnify, defend and hold harmless SCHOOL DISTRICT 323, its governing board, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, of any nature, kind or description, including reasonable attorneys' fees, arising out of, caused by or resulting from the employment relationship between any Deputy and the SHERIFF, including, but not limited to, any claim which might arise out of potential overtime earned while serving at SCHOOL DISTRICT 323 but while employed by the SHERIFF and the COUNTY. The indemnification and other promises contained in this Paragraph 18 shall be void if SCHOOL DISTRICT 323, its governing board, officers, employees, volunteers, agents, successors or assigns, or any of them individually, utilize the services of an attorney other than the State's Attorney's Office, or an attorney designated by the State's Attorney, in defending a lawsuit filed alleging a claim arising out of, caused by, or resulting from the employment relationship between the Deputy and the SHERIFF, except with the express permission of the State's Attorney.

**18. Entire Agreement.** The foregoing constitutes the entire Agreement and no verbal statements shall supersede any of those provisions. This Agreement may be amended



by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.

19. **Choice of Law and Venue.** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois. The Parties agree that the only appropriate venue for any action brought in connection with the rights and responsibilities created by this Agreement shall be Peoria County, whether such action is brought in a State or Federal Court.

20. **Intergovernmental Cooperation Act.** This Agreement shall be interpreted in accordance with the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*) so that each Party may exercise and enjoy the power and authority of any other Party to fully perform the services provided under this Agreement.

21. **Effect of the Agreement.** This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives, successors and assigns, if such assignment is allowed under Paragraph 24.

22. **Notice.** Any notice required to be provided hereunder shall be in writing and mailed overnight delivery and shall be sent, *via* facsimile to the addresses set forth below:

SCHOOL DISTRICT 323: Scott Dearman  
TITLE: Superintendent  
ADDRESS: 3020 W Willow Knolls Rd  
Peoria, IL 61614

SHERIFF: Chris Watkins  
TITLE: Captain  
ADDRESS: 301 N Maxwell Rd  
Peoria, IL 61605

COUNTY: Scott Sorrel  
TITLE: Interim County Administrator  
ADDRESS: 324 Main, Room 502  
Peoria, IL 61602

23. **No Third Parties.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

24. **Assignment.** No Party to this agreement shall assign its interest in this agreement without the prior written agreement of both other parties, which agreement shall not be unreasonably withheld.

25. **Authority to Execute.** Each Party warrants to the other that it is authorized to execute, deliver, and perform this Agreement and that the individuals signing on behalf of them is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the day and date written above.

By: \_\_\_\_\_  
Administrator of Peoria County

By: \_\_\_\_\_  
Superintendent,  
Dunlap Unit School District #323

BY: \_\_\_\_\_  
Brian Asbell,  
Peoria County Sheriff

By: \_\_\_\_\_  
Board of Education, President

ATTEST: \_\_\_\_\_  
Peoria County Clerk

ATTEST: \_\_\_\_\_  
Dunlap Unit School District #323

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 Services Agreement between Peoria County and Dunlap Unit School District 323, 8/15/22-5/23/25

**RESOLUTION**

**WHEREAS**, the County of Peoria and the Peoria County Sheriff’s Office had previously entered into an intergovernmental agreement with Dunlap Unit School District 323 for police services to that School District; and

**WHEREAS**, Dunlap Unit School District 323 and the Sheriff of Peoria County have agreed to update the intergovernmental agreement with Peoria County and the Sheriff so that the School District can continue to receive the police services previously provided; and

**WHEREAS**, the Sheriff and your Committee recommend that the County of Peoria enter into the attached intergovernmental agreement with Dunlap Unit School District 323 providing the dedicated police services from August 15, 2022 through May 23, 2025 totaling \$618,633.00 over the term of the contract 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 Dunlap Unit School District 323 subject to the approval of the Peoria County State’s Attorney’s Office.

RESPECTFULLY SUBMITTED,  
Public Safety and Justice Committee

## AGENDA BRIEFING

**COMMITTEE:** Public Safety and Justice  
**MEETING DATE:** June 21, 2022

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### **ISSUE: Approval of SFY23 Problem-Solving Courts Evaluation Contract**

**BACKGROUND/DISCUSSION:** Peoria County seeks to contract with Illinois State University for a research consultant tasked with developing and conducting an evaluation of the Peoria County Problem-Solving Courts. Included within the Problem-Solving Courts are Drug Court (including a DUI track), Mental Health Court, and Veteran’s Court. The timeline for the project is the Fall 2022 (beginning August 22, 2022 and ending December 16, 2022) and Spring 2023 (beginning January 17, 2023 and ending May 12, 2023) semesters. A final comprehensive report will be completed and submitted within sixty (60) days following the end date.

Peoria County has operated Problem-Solving Courts over the past 10 years. In 2016, the Administrative Office of Illinois Courts (AOIC) developed standards and certification requirements for the continued operation of Problem-Solving Courts. In 2017, all four (4) Problem-Solving Courts became certified. These courts obtained recertification by AOIC in 2021.

Every five (5) years, AOIC Problem-Solving Court standards require an external program evaluation be conducted by a skilled and independent evaluator to examine the Problem-Solving Courts adherence to best practices and participant outcomes.

The research project will be funded using the Probation Service Fund (049). The total cost of the research project is \$28,145. One-half of the research project cost will be paid in 2022 and the other one-half in 2023.

Therefore, we are requesting the Committee approve the SFY23 Problem-Solving Court Evaluation contract.

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### **COUNTY BOARD GOALS:**



**EFFECTIVE SERVICE DELIVERY**

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**STAFF RECOMMENDATION:** Approval of the SFY23 Problem-Solving Courts Evaluation Contract

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### **COMMITTEE ACTION:**

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**PREPARED BY:** Mark Bronke, Director of Probation & Court Services  
**DEPARTMENT:** Court Administration  
**DATE:** May 24, 2022

**PEORIA PROBLEM-SOLVING COURTS EVALUATION**

**SCOPE OF THE WORK**

Dawn Beichner will be hired as a research consultant and tasked with developing and conducting an evaluation of the Peoria Problem-Solving Courts. Included within the Problem-Solving Courts are Drug (including a DUI track), Mental Health, and Veteran’s Courts. Although the planning of the project will not commence until Fall 2022, the evaluation will likely include data collection, observation of court proceedings, as well as interviews with court officials.

The timeline for the project is the Fall 2022 (beginning August 22, 2022 and ending December 16, 2022) and Spring 2023 (beginning January 17, 2023 and ending May 12, 2023) semesters.

Once the details of the evaluation are set, the research consultant will seek approval of the Illinois State University Institutional Review Board, before commencing with the project. The funding for the evaluation project is part of the court budget and is not provided by a grant or external entity.

Dawn Beichner will provide a comprehensive report, detailing the evaluation, as a deliverable.

**PROBLEM-SOLVING COURT SUPERVISOR/COORDINATOR**

Bill Blundell is the Problem-Solving Court Supervisor/Coordinator overseeing the evaluation. His email address is [wblundell@peoria@peoriacounty.org](mailto:wblundell@peoria@peoriacounty.org)

**BUDGET JUSTIFICATION**

Salary, PI, D. Beichner (based on 15% academic year salary)	<b>12,813</b>	
Fringe Benefits 36% associated with PI salary, at University standard of PI’s individual rate, including health insurance, life insurance, retirement benefits.	<b>4,613</b>	
<b>Total Personnel</b>		<b>17,426</b>
Travel/transportation	<b>1,591</b>	<b>1,591</b>
<b>Total Direct Costs = Personnel + Travel costs</b>		<b>19,017</b>
Indirect/Facilities & Administrative Costs at 48% of 19,017 x .48	<b>9,128</b>	<b>9,128</b>
<b>Total Budget</b>		<b>28,145</b>

**SALARY, FRINGE, AND FACILITIES & ADMINISTRATIVE COSTS**

Dawn Beichner will work one day per week, excluding university closures, during the Fall 2022 and Spring 2023 semesters. The Criminal Justice Sciences (CJS) Chairperson has agreed to a .15 Full-time equivalent (FTE) for the project.

### **TRANSPORTATION**

The mileage reimbursement rate for travel is .585, effective January 1, 2022. The Peoria Problem-Solving Courts are located 40 miles away from Illinois State University, making each round-trip site visit 80 miles. Reimbursement for each 80 mile trip at the .585 rate is \$46.80.

If weekly trips to the site are required, then there will be 17 trips at \$46.80 per trip or \$795.60 travel expenses per semester. Across the two semesters, the total travel costs are \$1,591 (rounded to nearest \$1).

### **FACILITIES AND ADMINISTRATION (INDIRECT)**

Indirect costs are applied to the Modified Total Direct Cost base as per the University's federally negotiated cost rate agreement of 48% to the amount of 19,017. = 9,128. A copy of the rate agreement can be made available.

Evaluation of Peoria Problem Solving Courts Cayuse Record 22-0196						<b>TOTAL</b>
<b>Project Personnel</b>	Base Salary	FTE	Requested Salary	Fringe Benefits		
PI: D. Beichner (Academic year)	85,419	0.15	12,813	4,613		17,425
<b>Salary Total</b>			<b>12,813</b>			<b>12,813</b>
<b>Fringe Total</b>				<b>4,613</b>		<b>4,613</b>
<b>Personnel Total</b>				<b>17,425</b>		<b>17,425</b>
<b>TRAVEL</b>						
<i>Domestic</i>				1,591		<b>1,591</b>
<i>Foreign</i>				-		-
		<i>Total Travel</i>		1,591		1,591
<b>TOTAL DIRECT COSTS</b>				19,016		<b>19,016</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)*</b>				19,016		<b>19,016</b>
Facilities/Administrative Costs (F&A)		48.0%		9,128		<b>9,128</b>
<b>TOTAL COSTS</b>				<b>28,144</b>		<b>28,144</b>



## SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement (“Agreement”) is between BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY, a body corporate and politic organized and existing under the laws of the State of Illinois, doing business through its Research and Sponsored Programs, Campus Box 3040, Normal, Illinois 60790-3040 (“UNIVERSITY”), and Peoria County, organized and existing under the laws of Illinois with its principal offices at \_\_\_\_\_ (“SPONSOR”). The parties may be referred to individually as “Party” and collectively as the “Parties.”

Whereas the Parties contemplate that the research to be performed under this Agreement will be of mutual interest and benefit;

Whereas the UNIVERSITY has determined that the research will further the instructional, research, public service or economic development objectives of UNIVERSITY consistent with its status as a public institution of higher education;

Whereas, it is recognized that the UNIVERSITY conducts fundamental and open research and intends to publish and share the results of such research; and

Whereas SPONSOR, in recognition of the UNIVERSITY’S mission, will limit the amount of any export controlled Proprietary Information that is disclosed under this Agreement;

NOW, THEREFORE, the Parties agree:

### 1.0. THE RESEARCH

**1.1. STATEMENT OF WORK.** UNIVERSITY will use reasonable efforts to perform the research project titled Evaluation of Peoria Problem Solving Courts

and more fully described in the statement of work attached to this Agreement as Exhibit A (“Research”).

**1.2. REPORTS.** UNIVERSITY will furnish to SPONSOR written progress reports of the Research in such detail that SPONSOR reasonably requests according to the following schedule: Final report due 60 days following end date.

**1.3. PRINCIPAL INVESTIGATOR.** The Principal Investigator who will direct the Research for UNIVERSITY is Dr. Dawn Beichner. If the Principal Investigator becomes unable to perform this Agreement for any reason, UNIVERSITY may appoint a successor Principal Investigator with SPONSOR’S written approval. Either Party may terminate this Agreement in accordance with Section 3.5 if the Parties cannot agree on an acceptable successor within a reasonable time.

**1.4. PERFORMANCE PERIOD.** UNIVERSITY will perform the Research during the period 08/01/2022 through 05/31/2023 (“Performance Period”). The Parties may extend the Performance Period by written amendment.



**1.5. EQUIPMENT/SUPPLIES.** Title to all equipment and property purchased by UNIVERSITY under this Agreement will be in and remain with UNIVERSITY even after completion or termination of the Agreement.

## **2.0. RESEARCH COSTS**

**2.1. BUDGET.** SPONSOR will pay to UNIVERSITY the direct and the facilities and administration ("F&A") costs (collectively "Research Costs") described in Exhibit B ("Budget") that UNIVERSITY incurs in performing the Research. The F&A cost rate set forth in the Budget will remain in effect during the Performance Period. SPONSOR is not liable for costs other than the Research Costs described in the Budget, and UNIVERSITY is obligated to perform only the Research funded by SPONSOR.

**2.2. PAYMENT SCHEDULE.** SPONSOR will pay to UNIVERSITY the Research Costs in U.S. dollars as follows:

This is a cost-reimbursement agreement. No more frequently than quarterly, UNIVERSITY will submit invoices to SPONSOR evidencing the actual Research Costs incurred by UNIVERSITY in performing the Research. SPONSOR will pay the full amount due within 30 days from its receipt of an invoice with a total not exceeding \$28,145.00.

This is a fixed-price agreement. Within 30 days of the Effective Date, SPONSOR will pay UNIVERSITY \$\_\_\_\_\_ and thereafter as follows: \_\_\_\_\_ for total compensation of \$\_\_\_\_\_.

**2.3. REMITTANCE.** SPONSOR will pay UNIVERSITY by check made payable to "Illinois State University" and mailed to:

Illinois State University  
Research and Sponsored Programs  
Project Number: A##-#### (This is referenced in the footer of this agreement)  
Campus Box 3040  
Normal, Illinois 61790-3040 USA

## **3.0. EFFECTIVE DATE AND TERMINATION**

**3.1. EFFECTIVE DATE.** This Agreement is effective on the date signed by the last of the Parties to sign this Agreement unless otherwise provided in this section as follows: 08/01/2022 ("Effective Date").

**3.2. EXPIRATION.** This Agreement will expire on the end date of the Performance Period, unless sooner terminated in accordance with this Section 3.

**3.3. TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement for convenience by providing 60 days advance written notice to the other Party.

**3.4. TERMINATION FOR BREACH.** Upon material breach, the aggrieved Party may terminate this Agreement provided that the breaching Party fails to cure the breach within 30 days after receipt of written notice. This remedy is in addition to any other remedies available at law.

**3.5. IMMEDIATE TERMINATION.** Either Party may terminate this Agreement effective immediately upon notice to the other if: (a) the Parties cannot agree on an acceptable successor Principal Investigator; (b) SPONSOR has been declared insolvent, ceases (or threatens to cease) to carry on its business; or an administrator or receiver has been appointed over all or part of its assets; (c) SPONSOR's failure to pay promptly; or (d) either Party is debarred or excluded from participating in any government program.

**3.6. EFFECT OF TERMINATION.** If SPONSOR terminates this Agreement for convenience, SPONSOR will pay for all Research Costs incurred through the date of termination, including all non-cancelable obligations, even though the obligations may extend beyond the termination date. For any other termination, SPONSOR will pay

UNIVERSITY for all Research Costs incurred through the termination date. Termination will not affect the Parties' rights and obligations accrued prior to termination.

#### **4.0. CONFIDENTIAL INFORMATION**

**4.1. CONFIDENTIALITY OBLIGATION.** Each Party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other Party in connection with the Research ("Confidential Information"); provided, however, that:

- i) Each Party may share Confidential Information with third parties to the extent necessary to perform the Research under terms consistent with this Agreement.
- ii) All Parties shall use Confidential Information only for the purpose for which the Confidential Information was disclosed.
- iii) The UNIVERSITY intends to conduct the project as fundamental research under the export regulations such that the technical information generated by the UNIVERSITY qualifies as public domain under ITAR 120.105(5) and 120.11 or publicly available under the Export Administration Regulations, 15 C.F.R. 734(b)(3) and 734.7 – 734.11. The UNIVERSITY reserves the right to elect to not receive export controlled information, technical data or equipment. Prior to the transfer of any export controlled Confidential Information to the UNIVERSITY, the SPONSOR will notify the UNIVERSITY of the specific export control classification number of such export controlled Confidential Information. In the event Sponsor's Confidential Information is determined by Sponsor to be export controlled, and the UNIVERSITY agrees to accept such Confidential Information, the Parties will develop and agree to a plan for receipt, use, and dissemination prior to disclosure or transfer.
- iv) It is the responsibility of party sharing information to identify and define precisely the confidential, proprietary or restricted information being shared.
  - a. For written disclosures, the Party disclosing Confidential Information will mark the information "Confidential" at the time of disclosure.
  - b. For oral or visual disclosures, the Party disclosing Confidential Information will designate the information "Confidential" at the time of disclosure and confirm such designation in writing to the other Party no later than 30 days after disclosure.
- v) Except as provided in Section 6.2, each Party's obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing Party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not under a confidentiality obligation to disclosing Party; (d) is explicitly approved for release by written authorization of disclosing Party; (e) is or has been developed by recipient independent of recipient's access to disclosing Party's Confidential Information; or (f) is required by law or court order to be disclosed.

**4.2. RESPONSE TO INFORMATION REQUESTS.** If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process to disclose Confidential Information, UNIVERSITY will use reasonable efforts to provide prompt notice to SPONSOR and will reasonably cooperate with SPONSOR to protect any SPONSOR Confidential Information.

#### **5.0. PUBLICATION/PUBLIC PRESENTATIONS**

**5.1. Review Period.** UNIVERSITY researchers may publish or publicly disclose research results without SPONSOR interference after providing SPONSOR a 30-day period for review and comment. Upon written

notice by SPONSOR that the proposed publication contains SPONSOR Confidential Information or enabling disclosures of Inventions (as defined below), the SPONSOR shall have the right to require removal of any Confidential Information from the proposed publication, other than Study results and background information required for publication. In addition, the University may also delay publication for a limited period in its discretion to allow for preparation and filing of U.S. patent applications. The Parties will cooperate so that student theses or dissertations are not adversely affected by any delay.

**5.2. COPIES OF PUBLICATIONS.** UNIVERSITY will furnish SPONSOR with a copy of any publications resulting from the Research.

**5.3. ACKNOWLEDGMENT.** Each Party will acknowledge the contributions of the other Party in publications or public presentations as scientifically appropriate.

## **6.0. INTELLECTUAL PROPERTY**

**6.1. INVENTIONS.** "Inventions" means those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of the Research. UNIVERSITY shall own all Inventions first conceived and actually reduced to practice solely by UNIVERSITY employees or solely by SPONSOR employees through significant use of UNIVERSITY resources ("UNIVERSITY Inventions"). SPONSOR shall own all Inventions otherwise first conceived and actually reduced to practice solely by SPONSOR employees ("SPONSOR Inventions"). The Parties shall jointly own all Inventions first conceived and actually reduced to practice by both UNIVERSITY and SPONSOR employees ("Joint Inventions").

**6.2. CONFIDENTIALITY OF INVENTION DISCLOSURES.** UNIVERSITY will promptly notify SPONSOR of any Invention disclosure received by its Research and Sponsored Programs (RSP) office. SPONSOR shall treat all UNIVERSITY Invention disclosures as Confidential Information. Notwithstanding Section 4.1, SPONSOR's obligation of confidentiality for Invention disclosures shall continue until the Confidential Information becomes publicly available through no fault of SPONSOR. Each Party will promptly notify the other of any Joint Inventions.

## **6.3. PATENTS**

**6.3.1. PATENT FILING.** UNIVERSITY may, at its discretion and at its expense, file patent applications in the United States and in foreign countries for any UNIVERSITY or Joint Invention. UNIVERSITY also will, at SPONSOR's request and expense, file patent applications in the United States for UNIVERSITY or Joint Inventions. SPONSOR will make any such request to UNIVERSITY in writing and within 60 days of UNIVERSITY's notice of Invention disclosure. UNIVERSITY will keep SPONSOR promptly informed regarding the status of any patent application filed at SPONSOR's expense and will give SPONSOR reasonable opportunity to comment.

**6.3.2. FOREIGN FILING ELECTION.** SPONSOR will notify UNIVERSITY of any foreign countries in which SPONSOR desires a license at least 60 days prior to the respective foreign filing due date.

**6.3.3. COSTS.** If SPONSOR requests UNIVERSITY to file a patent application or if SPONSOR elects to license UNIVERSITY Inventions, SPONSOR will pay UNIVERSITY, within 30 days of invoice date, all documented costs to secure and maintain the patents.

**6.4 LICENSING.** For any patent application on a UNIVERSITY Invention or Joint Invention, UNIVERSITY grants to SPONSOR (a) a non-exclusive, non-transferable, royalty-free license to practice the Invention for non-commercial purposes; and (b) the option to negotiate a royalty-bearing commercial license in a designated field of use and territory, which SPONSOR may elect by written notice to UNIVERSITY no later than six months after UNIVERSITY's notice of Invention disclosure. The negotiation period for the license shall be three months from the date of notice of election. If the parties have not entered into a license before the end of the negotiation period, then UNIVERSITY may license the Invention and its interest in the Joint Invention to third parties without further obligation to SPONSOR.

**6.5. BACKGROUND INTELLECTUAL PROPERTY.** Nothing in this Agreement grants to either Party any rights or interest in the other Party's Background Intellectual Property. "Background Intellectual Property" means (a) all works of authorship created outside the scope of this Agreement and (b) potentially patentable discoveries, including pending patent applications and issued patents, conceived or first reduced to practice outside the scope of this Agreement.

**6.6. CREATE ACT.** The Parties agree by marking this box  that this Agreement constitutes a "joint research agreement" as that term is defined by the Cooperative Research and Technology Enhancement Act of 2004, 35 U.S.C. § 103(c)(3). In the event of any Inventions, the Parties will reasonably cooperate in invoking the CREATE Act and its companion regulations to overcome an obviousness rejection of a patent application.

**6.7 GOVERNMENT SPONSORED RESEARCH.** The Parties agree by marking this box  that pursuant to 37 CFR §401 the United States government may have some rights in the inventions and discoveries under the Agreement, which rights, if applicable, would include a non-exclusive, nontransferable paid up license to practice or have practiced for or on behalf of the United States the subject invention(s) throughout the world.

## **6.8 COPYRIGHTS**

**6.8.1. OWNERSHIP.** Title to all original works of authorship created in performance of the Research and in which copyright may be claimed ("Copyrightable Works") shall vest initially in the author, subject to the policies of the Party that employs the author. Any joint work, as that term is defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, as amended, shall be jointly owned, but co-owners shall have no duty of accounting for any profits.

**6.8.2. INTERNAL USE LICENSE.** UNIVERSITY grants to SPONSOR a non-exclusive, royalty-free license to use, reproduce, prepare derivative works, display, distribute and perform all UNIVERSITY-owned Copyrightable Works other than computer software and its documentation and informational databases for SPONSOR's internal research purposes, provided that SPONSOR shall not have the right to distribute copies or derivative works to third parties. For UNIVERSITY-owned Copyrightable Works that are identified as a deliverable under the Statement of Work and in the nature of computer software (and its documentation) or informational databases, UNIVERSITY grants to SPONSOR for SPONSOR's internal research purposes a royalty-free, non-transferable, non-exclusive license to use, reproduce, prepare derivative works, display and perform such Copyrightable Works.

## **7.0. TANGIBLE RESEARCH PROPERTY**

"Tangible Research Property" ("TRP") means those tangible (corporeal) items, as distinguished from intangible (intellectual) property, produced in performance of the Research. For purposes of illustration, TRP may include items such as: biological materials, computer media, drawings and diagrams, integrated circuit chips, prototype devices, and equipment. UNIVERSITY shall hold title to all TRP produced by UNIVERSITY with UNIVERSITY resources; provided, however, that title to TRP identified as a deliverable under the statement of work will vest in SPONSOR upon delivery by UNIVERSITY.

## **8.0. DISCLAIMER OF WARRANTIES**

UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. UNIVERSITY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO DATA, INVENTIONS, COPYRIGHTABLE WORKS, TRP, OR OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY.

## **9.0. LIMITATION OF/RELEASE FROM LIABILITY**

**9.1. LIMITATION OF LIABILITY.** UNIVERSITY SHALL NOT BE LIABLE TO SPONSOR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES (INCLUDING LOST

REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC LOSS OR DAMAGE) HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (WHETHER FOR BREACH OR IN TORT, INCLUDING NEGLIGENCE) ARISING FROM, RELATED TO, OR CONNECTED WITH SPONSOR'S USE OF DATA, INVENTIONS, COPYRIGHTABLE WORKS, TRP, OR ANY OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY, EVEN IF UNIVERSITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**9.2. RELEASE FROM LIABILITY.** SPONSOR releases UNIVERSITY and its Trustees, officers, employees, and agents from all liability, and shall be responsible, for any and all costs, damages, and expenses, including attorney fees, arising from any claims, damages, and liabilities asserted by third parties in connection with or arising from SPONSOR's use of data, Inventions, Copyrightable Works, TRP, or any other Research results provided by UNIVERSITY.

## **10.0. GENERAL PROVISIONS**

**10.1. FISCAL MANAGEMENT.** UNIVERSITY will maintain complete and accurate accounting records in accordance with accepted accounting practices for institutions of higher education. UNIVERSITY will make the accounting records available for inspection and audit by SPONSOR or its authorized agent, at reasonable times upon reasonable notice at SPONSOR's expense for three years following the end of UNIVERSITY's fiscal year (July 1 - June 30) in which Research Costs are incurred.

**10.2. COMPLIANCE.** The parties agree to comply with all applicable with all applicable Federal, State and local laws, rules, and regulations.

**10.3. USE OF NAMES.** Neither Party will use the name of the other in any form of advertising or publicity without the express written permission of the other Party. SPONSOR shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the University Marketing and Communications, 109 Alumni Center, Campus Box 3420  
Normal, IL 61790-3420, VOC (309) 438-8404, Fax: (309) 438-8411

**10.4. RELATIONSHIP OF THE PARTIES.** The Parties do not intend that any agency or partnership relationship be created between them by this Agreement. Neither Party is agent, employee, legal representative, partner or joint venturer of the other. Neither Party has the power or right to bind or commit the other.

**10.5. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of law provisions.

**10.6. THIRD PARTY BENEFICIARIES.** This Agreement does not create any rights, or rights of enforcement, in third parties.

**10.7. SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Agreement legally invalid or unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement and the Parties will continue to perform. If the Agreement cannot be performed in the absence of the provision, this Agreement will terminate upon 30 days' written notice by one Party to the other Party.

**10.8. MERGER.** This Agreement and all attachments embody the entire understanding of the Parties and will supersede all previous or contemporaneous communications, either verbal or written, between the Parties relating to this Agreement. All terms and conditions of any instruments, including purchase orders, issued by SPONSOR to facilitate payment under this Agreement are void, even though they may be issued after the signing of this Agreement.

**10.9. AMENDMENTS.** No modification to this Agreement will be effective unless confirmed in a written amendment signed by each Party's authorized representative.

**10.10. COUNTERPARTS.** The Parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile signatures shall constitute original signatures for all purposes.

**10.11. ASSIGNMENTS.** This Agreement shall bind, and inure to the benefit of, the Parties and any successors to substantially the entire assets of the respective Party. Neither Party may assign this Agreement without first obtaining the prior written consent of the other Party, and any attempted assignment is void.

**10.12. FORCE MAJEURE.** Each Party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

**10.13. EXPORT CONTROL.** Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by SPONSOR that SPONSOR will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

**10.14. RESOLUTION OF DISPUTES.** The Parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement in accordance with Article 3.0.

**10.15. SURVIVAL.** All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

**10.16. WAIVER.** No waiver of any right, remedy, power or privilege by any Party under this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

**10.17. NOTICES.** Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section:

UNIVERSITY: *For matters related to the Sponsored Research Agreement:*

Illinois State University  
Research and Sponsored Programs  
Campus Box 3040  
Normal, Illinois 61790-3040  
309-438-2528  
ResearchOffice@ilstu.edu

SPONSOR:

Sponsor Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

Phone:

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**10.18. AUTHORIZED SIGNATORIES.** Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

**THE BOARD OF TRUSTEES OF  
ILLINOIS STATE UNIVERSITY**

**SPONSOR**

\_\_\_\_\_  
Craig C. McLauchlan  
Associate Vice President for Research  
and Graduate Studies

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

Optional:

UNDERSTOOD AND AGREED:

\_\_\_\_\_  
Principal Investigator  
Name: Dr. Dawn Beichner  
Title: Professor and Principal Investigator

\_\_\_\_\_  
Principal Investigator  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Exhibit A**  
**Statement of Work**

See attached.

**Exhibit B  
Budget**

See attached.

**Exhibit C**  
**Budget Justification**

See attached.

TO THE HONORABLE COUNTY BOARD        )  
COUNTY OF PEORIA, ILLINOIS         )

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

**RE:   Approval of SFY23 Problem-Solving Courts Evaluation Contract**

**RESOLUTION**

**WHEREAS**, Peoria County operates four (4) Problem-Solving Courts (DUI, Drug, Veterans, and Mental Health); and

**WHEREAS**, the Problem-Solving Courts were originally certified by the Administrative Office of Illinois Court (AOIC) in 2016 and recertified in 2021; and

**WHEREAS**, the Peoria County Problem-Solving Courts requires an independent professional review of the courts adherence to best practices and participant outcomes every five (5) years; and

**NOW THEREFORE BE IT RESOLVED**, by the County Board of Peoria County, the Director of Court Services is authorized to execute a contract with Illinois State University for the professional evaluation of the Peoria County Problem-Solving Courts in the amount not to exceed \$28,145.

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RESPECTFULLY SUBMITTED,  
PUBLIC SAFETY AND JUSTICE COMMITTEE

Date: July 14, 2022

## AGENDA BRIEFING

**COMMITTEE:** Public Safety and Justice  
**MEETING DATE:** June 21, 2022

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**ISSUE:** Peoria County has been awarded a continuation grant (Agreement # 192351) from the Illinois Criminal Justice Information Authority (ICJIA) for SFY23 (7/1/22 through 6/30/23) in the amount of \$282,574. This continuation grant provides full funding for 2 Redeploy Officers and .5 Probation Supervisor.

**BACKGROUND/DISCUSSION:** In 2013 Peoria County, through the Adult Probation Department, began to operate an Adult Redeploy Illinois (ARI) Program. The program continues to target non-violent felony offenders who historically would be committed to the Illinois Department of Corrections (IDOC). The program utilizes enhanced supervision (enhanced drug/alcohol and electronic monitoring, substance abuse counseling, mental health counseling, vocational, education, cognitive-behavioral programs, and community service opportunities). The goal of ARI is to reduce crime and recidivism in a way that is more cost effective to the Illinois taxpayers. This is accomplished by equipping local jurisdictions with empirically supported resources and supervision in reducing crime and recidivism.

All costs associated with this program are included in the budget proposal submitted and approved by ICJIA. These include all costs associated with equipment, training, monitoring services, and office supplies. The grant also funds all costs associated with 2.5 personnel (salary and fringe). In SFY22, the Peoria County Adult Redeploy Program continued to perform at a high level and met all state program requirements. During SFY22, the Adult Redeploy Illinois (ARI) received 30 new cases sentenced to the program with a total of 82 felony offenders served. Of 12 cases terminated during this period, 9 (75%) were scheduled terminations and 3 (25%) were committed to IDOC. The Peoria County Adult Redeploy Program continues to be a model within the State of Illinois.

Therefore, we are requesting this committee approve entering into an Inter-Governmental Agreement (IGA) between the County of Peoria and ICJIA for the period of twelve (12) months, commencing July 1, 2022. The IGA is not available yet but will be reviewed by counsel prior to execution. There is no budget amendment necessary.

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**COUNTY BOARD GOALS:**



**EFFECTIVE SERVICE DELIVERY**

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**STAFF RECOMMENDATION:** Approve acceptance of the SFY23 Adult Redeploy Grant.

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**COMMITTEE ACTION:**

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**PREPARED BY:** Mark Bronke, Director of Probation & Court Services  
**DEPARTMENT:** Court Administration  
**DATE:** June 10, 2022



ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY

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60 East Van Buren Street • Suite 650 • Chicago, Illinois 60605 • (312) 793-8550

VIA EMAIL

06/08/2022

Mark Bronke  
Director of Probation & Court Services  
Peoria County  
324 Main Street, Suite 502  
Peoria, IL 61602-1363

Dear Mr. Bronke,

I am writing to inform you of recent Adult Redeploy Illinois (ARI) Oversight Board action concerning SFY23 ARI funding. At its June 8, 2022, meeting, the Oversight Board designated up to \$ 282,574.00 for the Peoria County (Grant #192351) to continue implementing ARI, subject to fiscal and legal review for allowability, necessity and reasonableness. The period of performance for SFY23 grants is July 1, 2022, to June 30, 2023.

We are currently processing the continuation materials submitted earlier to execute the SFY23 grant agreement. Additional information may be needed during the review. The awarding of funds for this program is contingent upon completion of all documents and the execution of the grant agreement.

If you have questions concerning this designation, please feel free to email me at [carrie.wiekerson@illinois.gov](mailto:carrie.wiekerson@illinois.gov). We look forward to working with you on this program.

Sincerely,

*Carrie Wiekerson*

Carrie Wiekerson  
Criminal Justice Specialist/Adult Redeploy Illinois  
Illinois Criminal Justice Information Authority  
60 E. Van Buren Blvd, Suite 650  
Chicago, IL 60605  
Phone: 312-793-0427  
[carrie.wiekerson@illinois.gov](mailto:carrie.wiekerson@illinois.gov)

Cc: Master File #192351

### Section C - Budget Worksheet & Narrative

**1. Personnel (Salaries & Wages) (2 CFR 200.430)** --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

**Note:** Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Computation				Federal/State Amount	Match	Total Cost			
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Quantity (based on Yr/Mo/Hr)						
<i>Drake Comfort</i>	<i>Redeploy Officer</i>	\$ 48,713	Year	100.00%	100%			\$ 48,713			
<i>Austin Weishaupt</i>	<i>Redeploy Officer</i>	\$ 52,288	Year	100.00%	100%			\$ 52,288			
<i>Andrew Schultze</i>	<i>Probation Supervisor</i>	\$ 58,400	Year	50.00%	100%			\$ 29,200			
								\$ -			
								\$ -			
								\$ -			
								\$ -			
								\$ -			
								\$ -			
								\$ -			
<b>Total</b>						\$	-	\$	-	\$	130,201

**Personnel Narrative:**

Two (2) Redeploy Officers provide the supervision and services for the clients of ARI. This includes conducting screenings for the program, office visits, drug tests, breathalyzers, community visits, home visits, case plans, goal review, action steps, GPS monitoring, and cognitive behavioral groups.

1) SFY23 annual salary \$ 48,713  
 2) SFY23 annual salary \$ 52,288

The Probation Supervisor serves as the ARI Coordinator. He supervises the officers as well as serving as a liason of the program to the courts and community. His SFY23 salary is \$58,400 and this position is 50% dedicated to Adult Redeploy (\$58,400\*50%=\$29,200).

TO THE HONORABLE COUNTY BOARD         )  
  )  
COUNTY OF PEORIA, ILLINOIS                 )

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

RE: Approval of the SFY 2023 Adult Redeploy Grant Agreement with the Illinois Criminal Justice Information Authority.

**RESOLUTION**

**WHEREAS,** Peoria County has received a grant from the Illinois Criminal Justice Information Authority with funds to be used for Adult Probation as outlined in the attached Adult Redeploy Program Plan - Peoria County; and

**WHEREAS,** no matching funds from the County are required for the proposed grant; and

**WHEREAS,** the grant period runs from July 1, 2022, through June 30, 2023; and

**WHEREAS,** the grant was issued with short notice and required authorization; and

**WHEREAS,** no FY22 Budget amendment is required to approve this grant; and

**WHEREAS,** your Committee recommends that the County Board approve the SFY23 Adult Redeploy Grant in accordance with the attached budget.

**NOW THEREFORE BE IT RESOLVED,** by the Peoria County Board, that it approves the entering into of the SFY23 Adult Redeploy grant agreement from ICJIA, upon review and advice of counsel.



RESPECTFULLY SUBMITTED,

Public Safety and Justice Committee

Date:            July 14, 2022