

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) *Waiver of First Requested*
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Thomas Wirsing, Chief of Police

DATE: September 24, 2024 AGENDA DATE: 10/03/2024

TITLE: Intergovernmental Agreement with Dupage County Health Department

SUBMITTED BY: Thomas Wirsing, Chief of Police


BACKGROUND/POLICY IMPLICATIONS:

Agreement with Dupage County Health Department to enter into a pilot program with them to provide on site services for eight hours weekly in order to address behavioral health, mental health, and substance abuse issues

FISCAL IMPACT/FUNDING SOURCE

Pilot program would cost \$20,000 annually paid from Opioid Settlement Funds

Review (as necessary):

Village Attorney X	_____	Date	_____
Finance Director X	_____	Date	_____
Village Manager X		Date	<u>9/24/24</u>

NOTE: All items must be submitted to, and approved by, the Village Manager's Office by 12:00 pm, Wednesday, prior to the Agenda Discussion.



To: Scott Niehaus, Village Manager
From: Chief Tom Wirsing, Police Department
Date: September 24th, 2024

Subject: Intergovernmental Agreement with Dupage County Health Department

Attached is an intergovernmental agreement with the Dupage County Health Department (DCHD) for approval by the Board of Trustees. This agreement will provide for one behavioral health therapist from the DCHD to be on premises at the police department for two four-hour days on a weekly basis. This therapist will work with designated police department personnel to provide outreach and face to face meetings with individuals and families who have had recent contact with law enforcement due to behavioral health, substance abuse, or mental health concerns. These therapists will also work to provide treatment options and support services to these individuals and families.

This program is a pilot program being offered by DCHD and was previously presented to the Public Safety and Transportation Committee that resulted in support from that committee.

The agreement includes compensation in the amount of \$20,000 annually to the DCHD to provide these services. As you are aware, the Opioid Settlement Funds have a restricted use that include opioid abuse remediation. The costs of this pilot program would be a permitted use of Opioid Settlement Fund monies and would not be paid out of the general fund. The Opioid Settlement Fund currently has approximately \$167,000 in it with a possibility of an additional \$34,000 in next and future years.

As you know, mental health related calls for service are not uncommon and impact both the police department and the fire department. These calls also often repeat calls for service involving the same individuals who are struggling with behavioral or mental health. We expect that this agreement will have a positive impact for individuals and families struggling with behavioral or mental health, reduce the number of repeat calls for service for the police and fire departments, and provide a more complete and well-rounded response to individuals in our community experiencing behavioral and mental health issues.

This agreement has been reviewed and approved for legal content by Village Attorney Guisinger.

RESOLUTION
R___13

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an intergovernmental agreement with the Dupage County Health Department to provide behavioral health services , as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this third day of October, 2024.

Ayes: _____

Nays: _____

Absent: _____

Approved this third day of October, 2024.

Keith Giagnorio
Village President

ATTEST:

Elizabeth Brezinski
Village Clerk

APPROVAL AS TO FORM:

Jason Guisenger
Village Attorney

**INTERGOVERNMENTAL AGREEMENT FOR POST-CRISIS
RESPONSE TEAM SERVICES**

This INTERGOVERNMENTAL AGREEMENT (hereinafter 'Agreement') is effective as of (date), and is entered into by and between the DuPage County Health Department (hereinafter "Health Department") and the Lombard Police Department (hereinafter "Lombard").

RECITALS

WHEREAS, it is desirable for the Health Department and Lombard to work cooperatively to reduce the prevalence and recidivism of individuals with mental health needs in the criminal justice system; and

WHEREAS, the Health Department and Lombard seek to partner to address and provide linkage to treatment for individuals involved in the criminal justice system with mental health needs; and

WHEREAS, the Health Department and Lombard each have specific expertise, knowledge and resources which, when combined, can provide the enhanced synergism necessary to address the prevalence and recidivism of individuals with mental health needs and provide linkage to treatment for those individuals; and

WHEREAS, a Post-Crisis Response Team (hereinafter "PCRT") comprised of one Health Department mental health therapist and one Lombard Police Department officer can most effectively and efficiently address the prevalence and recidivism of individuals with mental health needs in the criminal justice system and provide linkage to treatment to specific individuals with mental health needs; and

WHEREAS, Article VII, sec. 10 of the 1970 Illinois Constitution (the "Constitution") provides that units of local government and schools may contract and otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.) (the "Cooperation Act"), allows a unit of local government to enter into an intergovernmental agreement to exercise various powers, privileges or authority jointly with another unit of local government; and

WHEREAS, the Constitution and the Cooperation Act provide the legal authority for intergovernmental cooperation for the Health Department and Lombard to contract or associate with each other for the sharing or obtaining of services and the exercise, combination, or transfer of powers or functions; and

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

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing on _____, 2024 and continuing for one year ("Initial Term"), unless terminated sooner as provided herein. Upon conclusion of the Initial Term and upon agreement by the parties, the Agreement may be renewed for successive one year terms, under the same provisions and conditions as set forth herein;

3. **Scope of Services:** The Health Department and Lombard agree to work cooperatively to provide certain services as set forth in Exhibit "A" which is attached and incorporated herein at such times as are mutually agreed upon by the parties.

4. **Compensation.** Lombard will pay the Health Department, Twenty Thousand and no/dollars (\$20,000.00) for the services provided by the Health Department to Lombard to participate as the member of the PCRT. The fee for services shall be paid in twelve (12) equal monthly installments due on the first day of the Initial Term or renewal term, as the case may be, and successive payments shall be due on the 1st day of every month thereafter until the twelve (12) installments are satisfied.

5. **Ownership.** Unless otherwise provided by law, all documents, products and/or other materials produced by the Health Department and/or Lombard in providing certain services shall at all times be and remain the property of the Health Department and/or Lombard. All of the foregoing items shall be delivered to the Health Department and/or Lombard in a timely manner and as completed.

6. **Personnel:** The Health Department will participate in PCRT using such Health Department personnel it deems necessary consistent with the Scope of Services attached hereto as Exhibit "A". Any such Health Department personnel shall be under the control/direction of the Health Department as to the performance of their duties in providing certain services and the Health Department shall be responsible for all employee benefits it chooses to extend to said Health Department personnel and for all applicable statutory protections accruing to said Health Department personnel. Lombard will participate in the PCRT using such Lombard Police Department personnel it deems necessary consistent with the Scope of Services attached hereto as Exhibit "A". Any such Lombard personnel shall be under the control/direction of Lombard as to the performance of their duties in providing certain services and Lombard shall be responsible for all employee benefits it chooses to extend to said Lombard personnel and for all applicable statutory protections accruing to said Lombard personnel.

The parties acknowledge that nothing in this Agreement shall be construed to create any association, partnership, joint venture, employment, or agency relationship between the Health Department and Lombard, or between either party's employees acting under this Agreement and the other party, for any purpose. Neither party shall have the authority (nor shall hold itself out as having authority) to bind the other party or make any agreements or representations on behalf of the other party without the other party's prior written consent.

Each party shall also be responsible for, and shall indemnify the other party against, any and all taxes, contributions, penalties, or interest related to its own employees and contractors. Any persons employed or engaged by either party in connection with the performance of this Agreement shall be considered that party's employees or contractors, and each party shall be fully responsible for such persons and shall indemnify the other party against any claims made by or on behalf of any such employee or contractor as it relates to this agreement.

7. **Termination:** Either party may terminate this upon thirty (30) days written notice, and the parties may also mutually agree to termination. Upon termination, this Agreement shall be and become of no further force and effect and each of the parties shall be relieved and discharged of their respective obligations from the date of termination, except that indemnification shall survive termination.

8. **Notices:** Any notices permitted or required to be given under this Agreement shall be deemed given if sent by certified mail, return receipt requested, or by personal delivery to the person to who it is addressed, to the following:

If to the Health Department:
DuPage County Health Department
Attn: Adam Forker
111 N County Farm Road
Wheaton, IL 60187

If to Lombard:
Village of Lombard
Attn: Scott Niehaus
255 East Wilson Avenue
Lombard, IL 60148

9. **Severability:** If any provision, clause, or section of this Agreement shall be ruled or held invalid by any Court of competent jurisdiction, then and in such event, such finding of invalidity shall not affect the remaining provisions of this Agreement which can be given effect without such invalid provisions and, to that end, provisions of this Agreement are Severable

10. **Governing Law and Venue:** The laws of the State of Illinois shall govern this Agreement as to both interpretation and performance.

The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement shall be the Illinois 18th Judicial Circuit Court sitting in Wheaton, DuPage County, Illinois.

11. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

DUPAGE COUNTY HEALTH DEPARTMENT

LOMBARD POLICE DEPARTMENT

SIGNATURE

SIGNATURE

NAME

NAME

TITLE

TITLE

EXHIBIT 'A'
SCOPE OF SERVICES

Description of Duties

1. DuPage County Health Department will provide a behavioral health therapist to partner with an officer from Lombard Police Department for four-hour per day, twice weekly.
2. Lombard Police Department will review all 911 calls for mental health and/or substance use. Additionally, 911 calls for other purposes where behavioral health concerns are suspected are eligible for review by Lombard Police Department.
3. The behavioral health therapist and Lombard Police Officer will complete outreach, including face-to-face meetings with individuals and families who had had recent contact with law enforcement due to behavioral health concerns.
4. The behavioral health therapist and Lombard Police Officer will engage and assist Lombard residents with linkage to treatment and support services in the community.
5. DuPage County Health Department and Lombard Police Department will track/monitor outcomes including but not limited to:
 - a. Number of calls referred for PCRT follow-up
 - b. Percent of referred calls resulting in contact with PCRT (phone, in-person)
 - c. Number of referrals made to treatment providers
6. Provide follow-up as needed with individuals and families for purpose of reducing need for 911 calls for behavioral health crises.