

050182

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 Board, Commissions & Committees (Green)
_____ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: April 6, 2005 (BOT) Date: April 21, 2005

TITLE: A Resolution authorizing the Village President to sign an Interagency Agreement for participation in the DuPage County Children's Center

SUBMITTED BY: Ray Byrne, Chief of Police *RB*

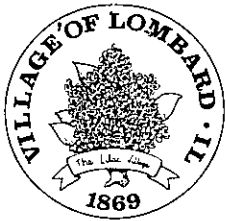
BACKGROUND/POLICY IMPLICATIONS:
Please see attached memorandum.

FISCAL IMPACT/FUNDING SOURCE: None

Review (as necessary):

Finance Director X _____ Date _____
Village Manager X W. T. Lichter Date: 4/7/05

NOTE: All materials must be submitted to and approved by the Village Manager's office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



LOMBARD POLICE DEPARTMENT

Date: April 6, 2005

To: William T. Lichter
Village Manager

From: Ray Byrne
Police Chief

Re: **Interagency Agreement for Participation in the DuPage County Children's Center**

Attached to this correspondence, please find an Interagency Agreement that would allow the Lombard Police Department to continue its participation in the DuPage County Children's Center. The police department has utilized the services of the Children's Center for a number of years, and it remains a valuable countywide law enforcement agency. The current interagency agreement expires in May of 2005.

The agreement includes the County of DuPage, the DuPage County State's Attorney's Office and numerous municipalities. The police department makes a financial contribution to the Children's Center as part of our annual budget process. The Children's Center has repeatedly demonstrated that it is the most effective agency for dealing with criminal incidents where children are victims. I would highly recommend that we continue our participation.

The DuPage County Board Chairman and the State's Attorney have already signed the agreement. I would respectfully request that you forward this agreement to the Village Board with a Resolution authorizing the Village President to sign as appropriate. If you should have any questions, or would like additional information, please do not hesitate to contact me.

cc: Thomas P. Bayer, Village Attorney
Dep. Chief Cuny
Dep. Chief Rollins



DUPAGE COUNTY
CHILDREN'S CENTER

130 N. County Farm Road • Wheaton, IL 60187 • (630) 407-2750 • Fax (630) 407-2751

March 16, 2005

Chief Ray Byrne
Lombard Police Department
255 East Wilson Avenue
Lombard, IL 60148

Dear Chief Byrne,

Enclosed please find the 2005-2010 Municipal Interagency Agreement with the DuPage County Children's Center. I would appreciate your assistance in presenting this document to your City Council or Village Board for approval. The current agreement is valid until May, 2005. I appreciate the time and energy expended in the approval process and thank you in advance. Also, enclosed is the invoice for the FY 2006 contribution. As a reminder, the DuPage County Children's Center Advisory Board approved an increase of \$500 per year for the municipal contributions to the Children's Center several months ago. This increase will be effective July 1, 2005. The municipal fees will continue to be calculated by a formula of population and number of cases. We have been fortunate to receive approximately half of our annual budget from various grant sources. With the increase, the municipal fees will contribute approximately 1/10th of our annual budget. We continue to actively seek new funding sources.

Over the years the Center has increased the number of criminal investigators to seven and increased the number of case managers to four. Services have been expanded to include the investigation of severe physical abuse and interviewing children who have witnessed violent crime. The multidisciplinary approach utilized for these cases continues to benefit the child victims and non-offending family members in DuPage County.

The staff at the DuPage County Children's Center looks forward to continuing to serve your department.

Sincerely,

Brenda Welch
Director

BW/tk
Enclosures

R E S O L U T I O N
JPS-013-04

AUTHORIZING AN INTERAGENCY AGREEMENT WITH PARTICIPATING
MUNICIPALITIES WITHIN DU PAGE COUNTY AND THE DEPARTMENT OF
CHILDREN AND FAMILY SERVICES FOR SERVICES PROVIDED BY THE
DU PAGE COUNTY CHILDREN'S CENTER

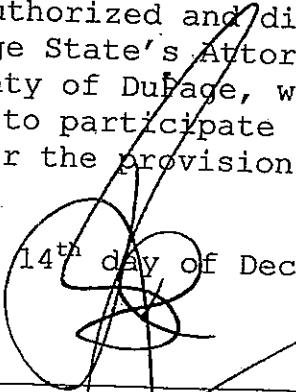
WHEREAS, the County of DuPage, the DuPage County State's Attorney and participating municipalities are authorized pursuant to Article VII, Section 10, of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220 /1 et seq.), to contract amongst themselves to perform any governmental service, activity or undertaking which any of the public entities entering into this contract are authorized to perform; and

WHEREAS, since 1987, the Illinois Department of Children and Family Services, the DuPage County State's Attorney's Office and the Chairman of the DuPage County Board and several municipalities in DuPage County were participants in an intergovernmental agreement confirming commitment to the multidisciplinary approach to child sexual abuse investigations in DuPage County and established the DuPage County Children's Advocacy Center (hereinafter "Children's Center"); and

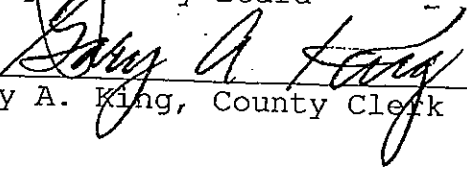
WHEREAS, the participating municipalities, a current roster which is listed in Exhibit A attached hereto, desire to continue to avail themselves of the services of the Children's Center to better investigate child abuse within their territorial limits.

NOW, THEREFORE, BE IT RESOLVED that the County Board Chairman be, and hereby is, authorized and directed to enter into agreements with the DuPage State's Attorney as well as all municipalities within the County of DuPage, which by appropriate action evidence a willingness to participate in the attached intergovernmental agreement for the provision of child abuse investigation services.

Enacted and approved this 14th day of December, 2004, at Wheaton, Illinois.



Robert J. Schillerstrom, Chairman
DuPage County Board



Gary A. King, County Clerk

Ayes: 14
Absent: 4

ATTEST:

R _____ 05 RESOLUTION

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT
TO SIGN AN INTERAGENCY AGREEMENT FOR PARTICIPATION IN THE
DUPAGE COUNTY CHILDREN'S CENTER

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Interagency Agreement; and,

WHEREAS, the Agreement would allow the Lombard Police Department, the County of DuPage, the State's Attorney's Office and the DuPage County Children's Center to work in an atmosphere of mutual cooperation; and,

WHEREAS, the Agreement serves to establish the roles and the responsibilities of the participating agencies in providing child abuse investigative services; 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 is hereby 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.

First reading waived by action of the Board of Trustees this _____ day of _____, 2005.

Adopted this _____ day of _____, 2005.

Ayes: _____

Nays: _____

Absent: _____

Resolution No. _____
Page 2

Approved this _____ day of _____, 2005.

William J. Mueller
Village President

ATTEST:

Barbara A. Johnson
Acting Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer, Village Attorney

**INTERAGENCY AGREEMENT FOR
DU PAGE COUNTY CHILDREN'S CENTER**

THIS AGREEMENT, made and entered into this 14th day of December, 2005, by and between the County of DuPage, the DuPage County State's Attorney, and undersigned elected official, agency and unit(s) of local government.

WHEREAS, in 1987, the Illinois Department of Children and Family Services, the DuPage County State's Attorney's Office and the Chairman of the DuPage County Board were participants in the first intergovernmental agreement confirming commitment to the multidisciplinary approach to child sexual abuse investigations in DuPage County and established the DuPage County Children's Advocacy Center (hereinafter "Children's Center.")

WHEREAS, since 1987 when said Interagency Agreement was executed, member agencies have experienced and will continue to experience, structural changes which impact on the coordination of our efforts to address the problem of child sexual and severe physical abuse. This Interagency Agreement recognizes these changes and adds additional signatories to this important effort.

WHEREAS, this Agreement is entered into pursuant to the provisions of the Constitution of the State of Illinois, Art, VIII, 10; the "Intergovernmental Cooperation Act," 5 ILCS 220/3 and, the "Abused and Neglected Child Reporting Act," 325 ILCS 5/1 *et seq.* and 325 ILCS 15/1 *et seq.*

WHEREAS, the Children's Center shall be an agency responsible for investigating all reports of child sexual abuse made under this Agreement, except that each municipal police agency, retains the right to conduct any independent investigation within its jurisdiction in cooperation with the Children's Center, and in compliance with the Illinois Children's Advocacy Center Act (55 ILCS 80/1 *et seq.*).

NOW, THEREFORE, for and in consideration of the mutual undertaking as set forth herein, and other good and valuable considerations, the undersigned agencies, and the DuPage County Children's Advocacy Center, affirm their commitment to work together to address the problem of child sexual and severe physical abuse in DuPage County. The undersigned further agrees to follow a common protocol for investigating allegations, to commit the agencies resources necessary to effectuate these common goals, to seek to resolve any differences that might arise between the agencies and to give the highest priority to the welfare of the child victims as set forth herein subject to the following terms, conditions, and stipulations to wit: the receipt and sufficiency of which is hereby acknowledged:

I. PURPOSE

The undersigned elected officials, units of government, and agencies hereby agree to coordinate the investigation, prosecutorial components, and treatment of child sexual abuse and severe physical abuse. This unified system is designed to provide an effective multidisciplinary approach to reported incidents of child sexual abuse and severe physical abuse.

II. AUTHORITY

This Agreement is entered into pursuant to the provisions of the Constitution of the State of Illinois, Art, VIII, 10; the "Intergovernmental Cooperation Act," 5 ILCS 220/3 and, the "Abused and Neglected Child Reporting Act," 325 ILCS 5/1 *et seq.* and 325 ILCS 15/1 *et seq.*

The Children's Center shall be the agency responsible for investigating all reports of sexual abuse and severe physical abuse of children pursuant to protocol. However, each municipal police agency retains the right to conduct an investigation within its jurisdiction in cooperation with the Children's Center, and in compliance with the Illinois Children's Advocacy Center Act (55 ILCS 80/1 *et seq.*).

III. PROGRAM GOALS

The ultimate goals of the Children's Center shall be to:

- A. Insure the safety and minimize the trauma to victims of child abuse and their families as they turn to the justice system for protection.
- B. Provide a coordinated multidisciplinary approach to child abuse investigations and intervention.
- C. To seek justice not merely to convict.
- D. Insure victims receive support and advocacy throughout the judicial process.
- E. Insure that victims and their families receive appropriate treatment and social services to assist them in their healing.
- F. To provide professional training and community education.

IV. OPERATIONS

The Children's Center will investigate allegations of sexual abuse occurring in DuPage County based on the following guidelines:

- A. All cases of sexual abuse or assault to a child under 13 years of age.
- B. Cases of sexual abuse/assault to children under 18 years of age by a family member, caretaker, or person in a position of authority.
 - 1. Allegations of sex abuse or assault include: Sexual penetration, sexual molestation, sexual exploitation and sexually transmitted disease present in underage children.
 - 2. "Family member" is defined as a parent, grandparent, or child, whether by whole blood or adoption and includes a stepgrandparent, stepparent, or stepchild. "Family member" also means, where the victim is a child under 18 years of age, an accused who has resided in the household with such child continuously for at least one year.
- C. Cases of sexual abuse or assault to children between the ages of 13 and 17 by non-family members where there is an element of force or more than a 5 year age difference between the victim and the accused
- D. All cases of severe physical abuse or assault to children under 18 years of age committed by a family member, caretaker or person in a position of authority.
 - 1. Severe physical abuse or assault will usually include an injury that requires emergency room treatment or hospitalization.
 - 2. Allegations of severe physical abuse or assault may include, but not limited to:
 - Death
 - Brain Damage/Skull Fracture
 - Subdural Hematoma/Hemorrhage
 - Fractured Bones
 - Internal Injuries
 - 3rd Degree or Intentional Burns
 - Poison/Noxious Substances
 - Gunshot or Stabbing Injury
 - Torture
 - Other injuries on a case-by-case basis
- E. Child witnesses to violent crime
- F. The Director shall have the discretion to accept cases referred to the Center other than those specified herein when, in the judgment of the Director, a determination is made that a case should be handled in a victim sensitive manner.

- G. All other criminal investigations involving child victims or witnesses may be reviewed by the Director and/or the Supervisor of the State's Attorney's Office Domestic Violence Unit or Special Victims Unit to determine whether or not the case should be handled in a victim sensitive manner. When so deemed, Center personnel may conduct the necessary child interviews.
- H. The Children's Center *will not* investigate sexual activity between children 10 years of age and under. The Center can provide service referrals if needed.

The Children's Center normal workdays and hours of operations are Monday through Friday from 8 a.m. until 4:30 p.m. An Investigator shall be available to respond to emergencies on a 24-hour basis.

The Children's Center shall be operated in accordance with the protocol and by-laws promulgated by the States Attorney's (and adopted by the Advisory Board).

V. ROLES OF PARTICIPATING AGENCIES

A. The DuPage County States Attorney

The States Attorney provides the following staff:

1. Director: The Director is responsible for the overall operations, coordination and administration of the Center.
2. Deputy Chief of Investigations: The Deputy Chief of Investigations screens and assigns cases according to protocol and provides direct supervision of the criminal investigators.
3. Criminal Investigators: The Criminal Investigator's responsibilities include but are not limited to the following:
 - Ensuring immediate safety of children who are endangered in their surroundings
 - Conducting or participating in victim sensitive interviews
 - Arrange and conduct interviews of corroborative witnesses, including screening other children where indicated
 - Collection and documentation of physical and testimonial evidence necessary for prosecution.
 - Prepare and execute search warrants as needed
 - Photograph crime scenes as needed
 - Consult with medical professionals as needed
 - Interview suspects and schedule polygraph tests as recommended by the team
 - Process eavesdropping applications when appropriate
 - Arrest of suspects who have committed crimes
 - Notification to the respective child protection investigator of any arrest or when charges are filed.
 - Providing testimony at Grand Jury and/or trials

- Screening Cases with State's Attorney's Office for approval of any criminal charges
- Rotate "on call" responsibilities to provide 24 hour availability to emergencies.

4. Case Manager(s): The case manager's responsibilities include but are not limited to the following:

- Crisis intervention and on going support
- Initial and on going needs assessments
- Coordinates and accompanies the victim and family through legal and medical systems
- Identifies community resources
- Appropriate referrals for needed services
- Collateral contact to relevant agencies in behalf of the victim and/or family
- Written notification of court dates and verbal reports on case status when needed
- Serves as a liaison with the Assistant States Attorney's
- Assists in arranging transportation to needed services, court hearings, appointments, etc.
- Assistance in filing compensation claims for medical expenses, counseling expenses, loss of property, loss of income due to court appearances, etc.
- Assistance in completing appropriate victim impact statements.
- Coordinates on-site support groups for non-offending caregivers
- Participates in weekly team review meetings and shares information regarding the victim and/or family when the team makes decisions
- Input all contacts into the Center database for statistical and grant reporting

5. Prosecutors-The Assistant State's Attorney's responsibility is to seek justice by exercising his prosecutorial judgment, authority and discretion.

6. Support staff to meet the needs of the agency.

B. Department of Children and Family Services

The Illinois Department of Children and Family Services (DCFS) is the state agency mandated to investigate reports of child abuse and neglect (324 ILCS 5/1). DCFS operates the State Central Register which is a statewide toll-free number for reporting child abuse. The toll-free number is 1-800-252-2873. The Department is responsible for investigating all cases of alleged interfamilial sexual and serious child physical abuse or cases involving someone in the caretaking capacity. State Law requires the investigator to see the child within 24 hours or sooner. The state law also gives the Department the authority to take protective actions if the child is in danger of being harmed. Once the investigation has been concluded, the Department of Children and Family Services must make a finding regarding the allegation. The report can be "unfounded" or "indicated".

The Department of Children and Family Services shall provide sufficient staff to handle the volume of cases.

C. YWCA DuPage District

The YWCA agrees to accept appropriate referrals for sexual assault services. The YWCA is a rape crisis organization which is defined as an organization with the major purpose of providing information, counseling and psychological support to victims. The YWCA is not a participant in the criminal investigation but plays a part of the multidisciplinary process by providing treatment to the victim and non-offending caregivers. The YWCA agrees that services will not be refused due to a client's inability to pay. The YWCA will release information under the following situations:

- The counselor has an obligation to inform professionals if the victim threatens suicide. Depending on the circumstances, hospital psychiatric workers, the police, or the county Crisis Unit could be appropriate resources to contact.
- The counselor has an obligation to warn of a threat of potential harm (hurt or kill someone).
- The counselor must comply with the Abused and Neglected Child Reporting Act
- The counselor may release information if the victim voluntarily waives their advocate's absolute confidentiality privilege.

D. Edwards Hospital/Care Clinic

The Edwards Hospital/Care Clinic will provide medical examinations for referred child victims.

The purpose of the medical examination is to:

- Assess the health and safety of the child
- Identify injury or trauma due to the presenting allegation or other forms of abuse
- Identifying any other medical conditions that may be present such as pregnancy or sexually transmitted diseases
- Collect and identify medical-legal evidence if present
- Reassure the adult caretaker and the child that the child is physically unharmed, if appropriate, or that injuries will be treated. The anticipated course of treatment shall be discussed with the child and caretaker
- Provide an opportunity for the child and caretaker to ask questions

With appropriate release of information forms completed, the physician will be requested to provide a preliminary verbal report and recommendation to the case manager after completion of the examination. The physician and/or case manager will report the findings to the team.

Team members will consult with medical providers on an as needed basis to review medical examinations and discuss case status.

Edwards Hospital agrees to share information with the Children's Center in compliance with existing law. If necessary, medical professionals will be available to testify in court proceedings.

Edwards Hospital/Care Clinic agrees to not deny treatment to any child referred by the Center for a medical/colposcopic examination due to inability to pay.

E. LOCAL LAW ENFORCEMENT

If a case is generated through the Department of Children and Family Services or other reporters, the appropriate law enforcement agency will be provided written notification that the Children's Center has opened a case in that jurisdiction. The local law enforcement agency will also be provided written notification of the final disposition.

Local law enforcement agencies shall open a case on any referrals generated through the municipality and fax same to the Children's Center. Local law enforcement may be requested to assist in the execution of search warrants, collection of physical evidence and mass interviews.

Local law enforcement will be provided with the DuPage County Children's Center Access Guidelines for daily reference.

VII. REVIEW TEAM MEETINGS

The Review Team shall meet weekly to plan and coordinate services for all cases at the center. The review team shall include the Children's Center staff (Director, Deputy Chief of Investigations, investigators, case managers and therapist), Assistant State's Attorneys, mental health providers, DCFS investigators and supervisors, and medical or social service treatment providers. Designees from local law enforcement jurisdictions are welcome to attend and act as a liaison to his/her department.

VIII. GENERAL FUNDING MECHANISMS

The DuPage County Children's Center shall be funded through contributions from signatories to intergovernmental agreements, DuPage County State's Attorney's Office, The County of DuPage, grants from the State of Illinois and the United States of America.

The not-for-profit agency, *Friends of DuPage County Children's Center*, provides funds for the non-governmental functions of the Center.

IX. MUNICIPAL CONTRIBUTIONS

Specifically, each municipal corporation agrees to make an annual contribution subject to annual budget approval by the city, based on municipal population and number of investigations in an amount as set forth in Exhibit A attached hereto and made a part hereof. The contribution shall be payable on July 1st for each year. The contribution shall not be increased except upon approval from a simple majority of the Advisory Board members.

X. TERMINATION

This Agreement may be terminated by any party for any or no reason upon written notification to all other parties hereto. In the event of such a cancellation, all proceeds equipment or materials purchased by the terminating party shall revert to the County of DuPage or to the DuPage County State's Attorney as deemed appropriate by the DuPage County States Attorney or DuPage County.

XI. MISCELLANEOUS

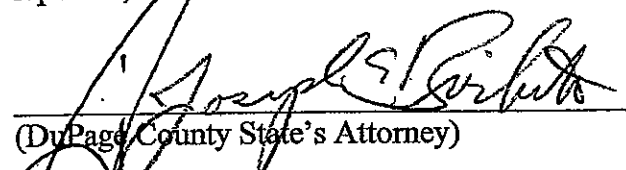
Nothing in this agreement shall be construed to affect the Illinois Department of Children and Family Services, the State's Attorney, or any other agency or person from carrying out any statutorily mandated duty.

Each agency participating in this agreement understands that it remains solely liable for the actions of its employees. Each agency agrees that there is no liability to the team by virtue of this agreement to coordinate services.

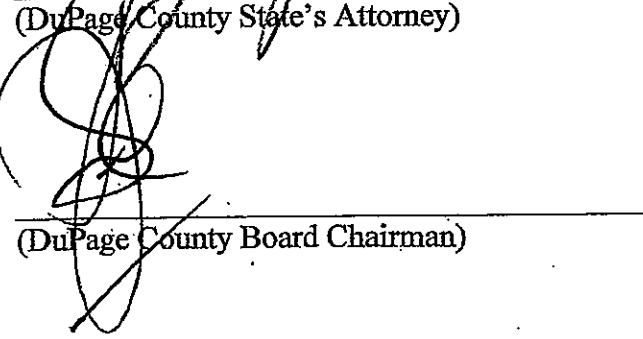
Each agency agrees to provide quality training in the specific area of child abuse expertise to employees assigned to or work with the victims of child abuse.

All personnel participating in the investigation, prosecution and treatment of child victims under this agreement, within the bounds allowed by law, agree to maintain confidentiality of all records and information gathered on all cases as outlined by statute. All personnel further agree not to release any records or information on any case except as it relates to legitimate program operations of their agency.

This Agreement shall be binding for a period of five years from the effective date of April 15, 2004.



(DuPage County State's Attorney)



(DuPage County Board Chairman)

(Authorized Official)

EXHIBIT A

Addison
Aurora
Bartlett
Bensenville
Bloomingtondale
Burr Ridge
Carol Stream
Clarendon Hills
Darien
Downers Grove
Elmhurst
Glendale Heights
Glen Ellyn
Hanover Park
Hinsdale
Itasca
Lisle
Lombard
Naperville
Oakbrook
Oakbrook Terrace
Roselle
Villa Park
Warrenville
West Chicago
Westmont
Wheaton
Willowbrook
Winfield
Wood Dale
Woodridge
Addison Township
Bloomingtondale Township
Downers Grove Township
Milton Township
Village of Wayne
Winfield Township