

**VILLAGE OF VERNON HILLS
RESOLUTION 2021-035**

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE
CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE CRISIS OUTREACH AND SUPPORT TEAM (“COAST”)**

WHEREAS, the Partner Members of COAST will all be Illinois municipal corporations located wholly or in part in Lake County; and

WHEREAS the Partner Members recognize that the rising crisis of mental illness and substance abuse disorder across Lake County will not be solved by incarceration or short-term emergency room visits, but rather by a proactive collaborative behavioral health approach; and

WHEREAS, forty-percent (40%) of the Lake County Jail population is on psychotropic medication due to shortage of mental health treatment in the surrounding area; and

WHEREAS, the COVID-19 pandemic, according to the Centers for Disease Control and Prevention, has seen a thirty-six percent (36%) rise in demand for mental health services; and

WHEREAS, the Lake County Sheriff’s Office Crisis Outreach And Support Team, originating in 2018, has interacted with more than 1,600 Lake County residents suffering from mental illness and provides referral services post law enforcement interaction; and

WHEREAS, on August 19th 2021, the Independence Center’s Living Room Wellness Center Program (LRWC) expanded its operation to provide law enforcement an alternate for those experiencing mental health illness or substance use disorder to provide crisis intervention, peer counseling, and individual safety and crisis planning at no cost; and

WHEREAS, the Lake County Sheriff’s Office, in conjunction with Independence Center and Lake County State’s Attorney’s Office, are coordinating the Living Room Wellness Center to provide better coordination and access to law enforcement mental health interactions to expand to police drop-off with Partner Members; and

WHEREAS, the Lake County Sheriff’s Office and Partner Members are partners to plan, staff, and coordinate a live co-responder model operating under COAST; and

WHEREAS, the Intergovernmental Agreement governs the manner in which COAST will be operated the interaction of the Partner Members; and

WHEREAS, the Village Board has determined that it is in the best interests of the Village and its residents for the Village of Vernon Hills to participate in COAST through the approval of the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, as follows:

Section 1: Incorporation of Preambles The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: Authorization The Village President and Village Clerk are authorized to execute the Intergovernmental Agreement attached hereto.

Section 3: Effective Date This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

Dated the 14th of December 2021

Adopted by roll call votes as follows:

AYES: 5 – Marquardt, Forster, Oppenheim, Koch, Schenk

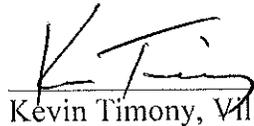
NAYS: 0 - None

ABSENT AND NOT VOTING: 2 – Takaoka, Byrne



Thom Koch Jr, Village President Pro Tem

ATTEST: 12/14/2021



Kevin Timony, Village Clerk



EXHIBIT A

COAST INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT AMONG MEMBER AGENCIES OF THE
CRISIS OUTREACH AND SUPPORT TEAM PILOT PROGRAM**

THIS AGREEMENT made and entered into by and among the member agencies or units of local government (hereinafter called Partner Members) of the Crisis Outreach and Support Team (hereinafter called COAST), all Illinois municipal corporation located wholly or in part in the County of Lake, as follows:

WITNESSETH:

WHEREAS, the Partner Members are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Section 3 of the Illinois Intergovernmental Cooperation Act and Article 7, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the Partner Members recognize that the rising crisis of mental illness and substance abuse disorders across the county will not be solved by incarceration or short-term emergency room visits, but by a proactive collaborative behavioral health approach and;

WHEREAS, forty percent (40%) of the Lake County Jail population is on psychotropic medication due in great part to a shortage of mental health treatment in the surrounding area and;

WHEREAS, the COVID-19 pandemic, according to the Centers for Disease Control and Prevention, has seen a thirty-six percent (36%) rise in demand for mental health services, and;

WHEREAS, the Lake County Sheriff's Office Crisis Outreach And Support Team, originating in 2018, has interacted with more than 1,600 Lake County residents suffering from mental illness and provided referral services post law enforcement interaction, and;

WHEREAS, on August 19th 2021, the Independence Center's Living Room Wellness Center Program (LRWC) expanded its operation to allow law enforcement officers to drop-off individuals experiencing mental health illness or substance use disorder crises for crisis intervention, peer counseling, and individual safety and crisis planning at no cost, and;

WHEREAS, the Lake County Sheriff's Office, in conjunction with Independence Center and Lake County State's Attorney's Office, are working to expand the reach and success of this program by improving interactions and communications between law enforcement and mental health care providers

WHEREAS, the Lake County Sheriff's Office and undersigned Partner Members will plan, staff, and coordinate a live co-responder model operating under COAST as a pilot program establishing best practices for coordinated services to those experiencing a mental health crisis,

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants herein described, the Partner Members agree as follows:

SECTION 1 – PURPOSE OF AGREEMENT

This agreement is made in recognition of the fact that law enforcement can be a leader in coordination of mental health services for those undergoing mental health crisis. This effort is enhanced when law enforcement agencies have access to community mental health resources and the support of other member agencies. Further, the Partner Members recognize that a primary goal is to maximize deflection of non-criminal or low-level offenders experiencing mental health crisis to the Living Room Wellness Center for crisis stabilization via a mobile co-responder model. And, further, reaching the goals requires the Partner Members to collaborate and together address mental illness in the community while ensuring public safety.

Specifically, this collaborative intergovernmental agreement seeks to achieve the following:

- Increase
 - Speed of access to care
 - Collaboration and communication between law enforcement and behavioral health practitioners
 - Safety for the clinicians
 - Accuracy of on-scene needs assessment
 - Improved and immediate responses to crisis situations
- Decrease
 - Use of force by law enforcement
 - Psychiatric hospitalizations
 - Repeat calls for service
 - Expensive arrests and jail admissions related to mental health
 - SWAT callouts
 - Civil Lawsuits

It is the purpose of this Agreement to provide the means whereby assistance and resources are provided through the intergovernmental cooperation of the Partner Members to achieve these goals. The foregoing recitals are hereby incorporated into this Agreement as findings of the Partner Members.

SECTION 2 – DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as set forth in this Section.

1. Partner Member: A member agency (whose corporate authorities have approved this Agreement) that provides assistance and contributes resources to COAST
2. Assistance: Any assistance provided by Partner Members: assistance may include, among other things, the assignment of personnel, the use of equipment and/or supplies, and the use of pre-arranged support resources

3. COAST: Crisis Outreach and Support Team currently housed in the LCSO to provide follow up with individuals experiencing a mental health crisis who had recent interactions with law enforcement personnel
4. Co-Responder Model: A model which pairs law enforcement and behavioral health specialists to respond to behavioral health related calls for services. These teams utilize combined expertise of the officer and the behavioral health specialist to de-escalate situations and help link individuals with a behavioral issue to appropriate community services.

SECTION 3 – REQUEST FOR ASSISTANCE

Any Partner Member may request assistance from COAST when such assistance is necessary in the judgment of the front-line law enforcement officer of that Partner Member. Protocol for a request for assistance will be developed collaboratively among Partner Members and will be circulated among Partner Members.

SECTION 4 – SCOPE OF RESPONSE

Any Partner Member may render assistance to one or more participating Partner Members to the extent available personnel and resources are available and based on a multitude of factors surrounding the mental health interaction.

SECTION 5 – CHARTER, Advisory Board

All operations of COAST shall be governed by policies and procedures promulgated and agreed to by Partner Members. In an effort of cross-jurisdictional collaboration, each Partner Member signatory (or their designee) will serve as part of the Advisory Board of this pilot program to receive feedback from front line personnel and give direction to the program on a routine basis as agreed by the Partner Members.

SECTION 6 – DIRECTION OF PERSONNEL AND EQUIPMENT

The COAST supervisor shall be assigned by the Lake County Sheriff and will be responsible for supervising and directing all action of all personnel and for determining the use of all equipment and resources. The COAST supervisor will determine the SCOPE OF RESPONSE based on established standard operating protocol that shall be agreed to by Partner Members.

It is agreed that each sworn law enforcement and civilian clinician personnel shall be bound by the policies and procedures of their own Member department in addition to any policies and procedures of COAST.

SECTION 7 – AUTHORITY OF SWORN POLICE PERSONNEL

Sworn personnel, from Partner Members assigned to COAST shall act under the direction of the Lake County Sheriff.

Each Partner Member department agrees to assume liability for its respective personnel assigned to COAST, as well as for vehicles and equipment assigned to COAST, if not provided by the Lake County Sheriff's Office.

SECTION 8 – RESPONSE NOT MANDATORY

No participating Partner Member shall be required to provide assistance under this Agreement if provision of assistance would result in an unreasonable risk to that participating Partner Member. Whether or not to render assistance is subject to the sole discretion of the shift supervisory of the Partner Member from which assistance is requested.

SECTION 9 – OTHER MUTUAL AID

Nothing in this Agreement shall prevent a participating Partner Member from cooperating with any other unit of government, regardless of whether that unit of government is a participating Member pursuant to this Agreement. Further, nothing in this Agreement is intended to prevent any participating Partner Member from acting jointly or in cooperation with each other or any other local, state, or federal unit of government or agency thereof to the fullest extent permitted by law. Nothing in this Agreement shall be construed to amend any other mutual aid agreement.

SECTION 10 – DATA COLLECTION

Partner Members shall agree on the best method to collect data for LCSO analysis. Analysis will be shared with Partner Members to guide decision making, additional resource allocation, and grant funding opportunities.

SECTION 11 – INTERAGENCY BEHAVIORAL COMMUNICATION

Due to the transient nature of subjects with mental illness, Partner Members shall work to create opportunities where sworn law enforcement, clinicians and behavioral specialists can gather and exchange information as it relates to trends seen in the field and to make recommendations to the Partner Members for COAST protocols on a monthly basis or as determined by the COAST supervisor.

SECTION 12 – REIMBURSEMENT AMONG PARTICIPATING PARTNER MEMBERS

1. No Charge – Except as hereinafter provided, the assistance provided by any Partner Members shall be rendered without charge to the requesting Partner Member or other participating Partner Members.
2. Exception for Unusual Costs – Partner Members may request payment from a requesting Member where the Partner Members has incurred unusual or burdensome costs in assisting the requesting Partner Member. The determination of whether to pay such costs shall be at the direction, and the sole discretion, of the corporate authorities of the Partner Member. Failure to pay does not constitute automatic rejection of further requests for assistance from COAST. Each Partner Member shall cooperate with other Partner Members in enforcing against service recipients a cost recovery ordinance adopted by a Partner Member.
3. Grant and External Sources of Funding – The Lake County Sheriff's Office and undersigned Partner Members may identify, apply for, and expend grant funds to offset costs to participating Partner Members and to ensure sustainability of this initiative.

SECTION 13 – INDEMINIFICATION

Member Police Department

Date

Member Police Department

Date