



# DARIEN POLICE



JOSEPH MARCHESE  
Mayor

GREG THOMAS  
Chief of Police

EDWARD RENTKA  
Deputy Chief – Operations Commander

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**POLICE COMMITTEE**  
**November 18, 2019**  
**6:00 P.M.**  
**Police Department Training Room**  
**1710 Plainfield Road**

1. Call to Order
2. Public Comment and Communications
3. Approval of Meeting Minutes from August 19, 2019
4. Agenda Memo – A request for approval of an ordinance authorizing the sale or disposal of surplus property.
5. Agenda Memo – A resolution to approve an Intergovernmental Agreement between the Board of Education of Hinsdale Township High School District NO. 86 and the City of Darien for the Reciprocal Reporting of Criminal Offenses Committed by Students
6. Agenda Memo - A resolution to approve an Intergovernmental Agreement between the Board of Education of Hinsdale Township High School District NO. 86 and the City of Darien authorizing the City Police Department's Emergency Access to School Security Video Feeds and Radio Frequencies
7. Agenda Memo - A resolution to approve an Intergovernmental Agreement between the Board of Education of Hinsdale Township High School District NO. 86 and the City of Darien for School Resource Officer Services from 2019 – 2021
8. Agenda Memo – A resolution to approve the purchase of a three year Employee Assistance Program from ComPsych Guidance Resources Worldwide in the amount of \$5,475
9. Chief's Monthly Report
10. Next Meeting Date – December 16, 2019
11. Adjournment

**POLICE COMMITTEE  
MINUTES of MEETING  
August 19, 2019**

**Call to Order**

The meeting was called to order at 6:06 p.m. in the police department training room. In attendance: Chairman Kenny, Alderman Vaughan, Alderman Chlystek, and Chief Thomas

**Public Comment and Communications**

No public comments or communications were made.

**Minutes**

The minutes of the July 15, 2019 meeting were unanimously approved.

**Agenda Memo – Approval of an ordinance amending various sections of Title 8, Chapter 13 “Sale of Tobacco Products to Minors” of the City of Darien Code**

Chief Thomas informed the committee on the recent changes of Illinois law governing the sale of tobacco products to minors. He also noted that violations involving tobacco products and minors at Hinsdale South High School have increased from (5) reported in 2017 to (81) in 2019 as of May 15, 2019. This new ordinance will mirror the changes of the new Illinois law including increasing the age limit to 21 and fines to \$75. Chief explained that the fines can be increased by the hearing officer to a maximum of \$500. The increased fines would be administered through due process, i.e. higher fines for subsequent offenses. Alderman Kenny felt the fine was too light for 1<sup>st</sup> offenses and a discussion ensued about increasing the initial fine. The committee agreed to approve the ordinance with a recommendation to City Council to increase the fine for 1<sup>st</sup> time offenses to \$100. Alderman Chlystek motioned to approve seconded by Alderman Vaughn.

**Agenda Memo – Approval of an ordinance authorizing the sale or disposal of surplus property.**

Alderman Vaughn motioned to approve the ordinance seconded by Alderman Chlystek. Motion was approved.

**Chief’s Monthly Report**

Chief briefed the Committee on the highlights of his monthly report.

**Next Meeting Date** – September 16, 2019

**Adjournment** – Alderman Vaughn motioned to adjourn the meeting seconded by Alderman Chlystek. The meeting was adjourned at 6:35 p.m.

Approved: \_\_\_\_\_  
Date

Alderman: \_\_\_\_\_  
Thomas Chlystek

Chairman: \_\_\_\_\_  
Joseph Kenny

Alderman: \_\_\_\_\_  
Lester Vaughan

**AGENDA MEMO**  
**Police Committee**  
**November 18, 2019**

**ISSUE STATEMENT**

Approval of an ordinance authorizing the sale or disposal of surplus property.

**BACKGROUND/HISTORY**

Staff is requesting that the following property be declared as surplus property and auctioned using an on-line auction service, GovDeals.com, or disposed of:

<b>ITEM</b>	<b>EXPLANATION</b>
1 (23) Mobile Audio Video Recorders (MAVs)	No longer useful to the City
2 (29) MAV Stands	No longer needed
3 (33) MAV Charging Stations	No longer needed
4 (31) MAV Chargers	No longer needed
5 (30) MAV microphones	No longer needed
6 (2) MAV carriers	No longer useful to the City
7 (5) Unopened MAV Batteries	No longer useful to the City
8 (6) MAV Cables	No longer needed
9 (2) MAV Docking Stations	No longer useful to the City
10. (1) Camera	No longer useful to the City
11. (1) Computer Monitor	No longer operable
12. (1) 2002 Ford F-150 Silver Pick up	No longer useful to the City

Staff recommends the above be declared surplus property and disposed of or auctioned using GovDeals.com.

**ALTERNATE CONSIDERATION**

As recommended.

**DECISION MODE**

This item will be placed on the December 2, 2019 City Council Agenda for formal approval.

**AGENDA MEMO**  
**Police Committee**  
**November 18, 2019**

**ISSUE STATEMENT**

A resolution to approve an Intergovernmental Agreement between the Board of Education of Hinsdale Township High School District NO. 86 (“School District”) and the City of Darien for the Reciprocal Reporting of Criminal Offenses Committed by Students

**BACKGROUND/HISTORY**

The School District and the City of Darien Police Department (“Department”) have mutually determined that it would be in the best interest of the safety and welfare of students and employees of the School District to have a reciprocal reporting system between the School District and the Department regarding criminal offenses committed by students enrolled in the School District.

The *Family Educational Rights and Privacy Act* (20 USC 1232g(b)) provides that confidential student record information may be disclosed without parental consent to state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to State statute if (1 ) the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve, prior to adjudication, the student whose records are released; and (2) the officials and authorities to whom such information is disclosed certify in writing to the educational agency or institution that the information will not be disclosed to any other party except as provided under State law without the prior written consent of the parent of the student.

The *Illinois School Student Records Act* (105 ILCS 10/6(a)(6.5)) provides that confidential student record information may be disclosed without parental consent to juvenile authorities when necessary for the discharge of their official duties who request information prior to the adjudication of the student and who certify in writing that the information will not be disclosed to any other party except as provided by law or order of court; and further defines juvenile authorities, which definition includes, but is not limited to, judges, probation officers, law enforcement officers and prosecutors, and individuals authorized by court.

The District's parent-teacher advisory committee shall designate an administrative contact person to act as a liaison between the School District and the Department for the purpose of reciprocal reporting of criminal offenses committed by students. The Department shall likewise designate an administrative contact person to act as a liaison between the Department and the School District for the purpose of reciprocal reporting of criminal offenses committed by students.

Attorney John Murphey has reviewed the IGA and advised it is appropriate if the City chooses to enter the agreement.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approving the agreement.

**ALTERNATE CONSIDERATION**

As recommended by the Committee.

**DECISION MODE**

This item will be placed on the December 2, 2019, City Council agenda for formal consideration.

Final  
10-17-19

**INTERGOVERNMENTAL AGREEMENT  
BOARD OF EDUCATION OF  
HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86  
AND  
THE CITY OF DARIEN  
  
FOR THE  
RECIPROCAL REPORTING OF CRIMINAL OFFENSES  
COMMITTED BY STUDENTS**

**THIS AGREEMENT** is by and between the BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DUPAGE AND COOK COUNTIES, ILLINOIS (hereinafter referred to as "School District" or "District") and the CITY OF DARIEN POLICE DEPARTMENT, DUPAGE COUNTY, ILLINOIS (hereinafter referred to as "the Department") (collectively the "Parties").

**WITNESSETH:**

**WHEREAS**, the Department has responsibility for law enforcement within the boundaries of the School District or a portion thereof; and

**WHEREAS**, the School District and the Department have mutually determined that it would be in the best interest of the safety and welfare of students and employees of the School District to have a reciprocal reporting system between the School District and the Department regarding criminal offenses committed by students enrolled in the School District; and

**WHEREAS**, this Agreement is authorized by the Illinois Constitution of 1970 and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, providing for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois; and

**WHEREAS**, Section 10-20.14 of *The School Code* mandates and authorizes that the School District's parent-teacher advisory committee develop and maintain, along with the School Board, a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students; and

**WHEREAS**, the *Family Educational Rights and Privacy Act* (20 USC 1232g(b)) provides that confidential student record information may be disclosed without parental consent to state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to State statute if (1 ) the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve, prior to adjudication, the student whose records are released; and (2) the officials and authorities to whom such information is disclosed certify in writing to the educational agency or institution that the information will not be disclosed to any other party except as provided under State law without the prior written consent of the parent of the student; and

**WHEREAS**, in furtherance of the foregoing, the *Illinois School Student Records Act* (105 ILCS 10/6(a)(6.5)) provides that confidential student record information may be disclosed without parental consent to juvenile authorities when necessary for the discharge of their official duties who request information prior to the adjudication of the student and who certify in writing that the information will not be disclosed to any other party except as provided by law or order of court; and further defines juvenile authorities, which definition includes, but is not limited to, judges, probation officers, law enforcement officers and prosecutors, and individuals authorized by court.

**WHEREAS**, the Parties wish to memorialize the authority and parameters of their exchanges of information and the necessary written certification pursuant to the foregoing State and federal laws.

**NOW, THEREFORE**, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the School District and the Department hereby agree as follows:

**1. LIAISON**

The District's parent-teacher advisory committee shall designate an administrative contact person to act as a liaison between the School District and the Department for the purpose of reciprocal reporting of criminal offenses committed by students. The Department shall likewise designate an administrative contact person to act as a liaison between the Department and the School District for the purpose of reciprocal reporting of criminal offenses committed by students.

**2. CRIMINAL OFFENSES/REPORTING AND RECORDS DISCLOSURE**

**A.** The School District will release information to the Department as follows:

- 1) The School District shall report to the Department specific conduct of students when required by law, including, but not limited to, possession of firearms on school property (105 ILCS 5/10-27.1A), battery of a staff member (105 ILCS 5/10-21.7), or defined drug incidents on school property (105 ILCS 127/).
- 2) Whenever the School District receives information that a student may have committed a criminal offense on school grounds, off school grounds, at a school sponsored activity, or against school personnel, the School District liaison may notify the Department liaison, subject to any limitations imposed by law.

- 3) The School District may release student record information to the Department in an emergency when necessary to protect the health or safety of the student or other individuals.

To the extent information reported by the School District to the Department constitutes a student record or is derived from a school student record, the School District will provide prior written notice to the student's parents, or the student if applicable, when required by law.

**B.** The Department will release information as follows:

Whenever the Department receives information that a student may have committed a criminal offense, as limited by Section 2.E and 2.F of this Agreement, if applicable, the Department liaison shall notify the School District liaison. In addition, the Department shall notify the School District liaison if the Department or an officer believes that there is an imminent threat of physical harm to students, school personnel or others who are present in the school or on school grounds.

**C.** Information reported pursuant to this Agreement shall include information pertaining to activity or suspected activity which would jeopardize the safe, orderly and violence-free environment of a school, including any criminal or gang-related activity.

**D.** Upon request of the School District, the Department shall provide access to the criminal records of students, subject to the limitations in Section 2.E of this Agreement, if applicable.

**E.** The Department's provision of and the School District's access to the Department's records relating to a minor who has been arrested before his or her 18th birthday, for purposes of inspection and copying of said records, shall be limited to situations in which the Department believes that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds, and the records shall pertain to minors enrolled in the School District who have been arrested or taken into custody for any of the following offenses:

- (i) any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012 (i.e., weapons violations);
- (ii) a violation of the Illinois Controlled Substances Act;



- (iii) a violation of the Cannabis Control Act;
- (iv) a forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012 (e.g., murder, criminal sexual assault, robbery, burglary, arson, kidnapping, aggravated battery and any other felony that involves the use or threat of physical force or violence);
- (v) a violation of the Methamphetamine Control and Community Protection Act;
- (vi) a violation of Section 1-2 (harassment through electronic communications) of the Harassing and Obscene Communications Act;
- (vii) a violation of the Hazing Act (recategorized and renumbered as Section 12C-50 of the *Criminal Code*); or
- (viii) a violation of Section 12-1 (assault), 12-2 (aggravated assault), 12-3 (battery), 12-3.05 (aggravated battery), 12-3.1 (battery of an unborn child; aggravated battery of an unborn child), 12-3.2 (domestic battery), 12-3.4 (violation of an order of protection), 12-3.5 (interfering with the reporting of domestic violence), 12-5 (reckless conduct), 12-7.3 (stalking), 12-7.4 (aggravated stalking), 12-7.5 (cyberstalking), 25-1 (mob action), or 25-5 (unlawful contact with streetgang members) of the Criminal Code of 1961 or the Criminal Code of 2012.

The information derived from the law enforcement records shall be kept separate from and shall not become a part of the official school record of that child and shall not be a public record. The information shall be used solely by the appropriate school official or officials whom the school has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. If the designated law enforcement and school officials deem it to be in the best interest of the minor, the student may be referred to in-school or community based social services if those services are available. "Rehabilitation services" may include interventions by school support personnel, evaluation for eligibility for special education, referrals to community-based agencies such as youth services, behavioral healthcare service providers, drug and alcohol prevention or treatment programs, and other interventions as deemed appropriate for the student.

- F.** Except as provided in 2.E. and 2.H, the Department's provision of and the School District's access to the Department's information relating to a minor who is the

subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written law enforcement records, and shall be used solely by the appropriate school official or officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the local law enforcement officials shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record. For purposes of this paragraph, "investigation" means an official systematic inquiry by the Department or any other law enforcement agency into actual or suspected criminal activity.

The limitations of this paragraph and paragraph 2.E shall be expanded or further restricted in accordance with any subsequent amendments to the *Juvenile Court Act of 1987* (705 ILCS 405/1-7, 5-905) or other laws.

- G.** Pursuant to 705 ILCS 405/5-901(1)(b)(v), court files of juvenile delinquency proceedings, redacted to remove any information identifying the victim or alleged victim of any sex offense, will be disclosed to the School District if the District provides educational, medical or mental health services to the juvenile and disclosure is necessary for the discharge of the District's official duties.
- H.** Notwithstanding the restrictions in Section 2.E above on the provision of and access to the Department's records, in accordance with Section 22-20 of *The School Code* (105 ILCS 5/22-20), the Department shall report to the Principal or School District liaison, if identified as designee for the School District's principals, whenever a child enrolled therein is detained for proceedings under the *Juvenile Court Act of 1987*, as heretofore and hereafter amended, or for any criminal offense or any violation of a municipal ordinance. The report shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and status of proceedings. The report shall be updated as appropriate to notify the Principal School District liaison of developments and the disposition of the matter. The information transmitted to the School District pursuant to this paragraph shall be kept separate from and shall not become a part of the official school record of such child and shall not be a public record. Such information shall be used solely by the appropriate school official or officials whom the School District has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of the students and employees in the school.
- I.** The Department's duty to disclose information and documents to the School District pursuant to the law and this Agreement shall be separate from and in addition to the duty of the State's Attorney to provide information to the School

District pursuant to Section 5-901 of the *Juvenile Court Act of 1987* (705 ILCS 405/5-901) regarding adjudications of delinquency.

- J.** Pursuant to the *Juvenile Court Act of 1987* (705 ILCS 405/5-901), following any adjudication of delinquency for a crime which would be a felony if committed by an adult, or following any adjudication of delinquency for a violation of Section 24-1, 24-3, 24-3.1, or 24-5 of the Criminal Code of 1961 or the Criminal Code of 2012, the State's Attorney shall ascertain whether the minor respondent is enrolled in school in the District and, if so, shall provide a copy of the sentencing order to the principal of the school. Access to such juvenile records shall be limited to the principal of the school and any guidance counselor designated by him or her.
- K.** Nothing contained in this Agreement is intended to prevent the sharing or disclosure of information or records relating or pertaining to juveniles subject to the provisions of the Serious Habitual Offender Comprehensive Action Program when that information is used to assist in the early identification and treatment of habitual juvenile offenders and such sharing is otherwise allowed by law.
- L.** In accordance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 701/10-1 et seq.) and other applicable federal and Illinois law, if the City commences usage of officer-worn body cameras, the City shall provide to the District a copy of the Police Department's written policy regarding the use of body cameras adopted in accordance with the foregoing Act, including, but not limited to, the Police Department's policy for when the cameras will be turned on while an officer is on duty in the schools and the expectations of privacy of the District's students, invitees, and employees, and the District and City shall determine appropriate procedures for flagging recordings related to incidents in the schools for retention by the City and for access by the District as otherwise allowed by law.

### **3. CONFIDENTIALITY**

Any and all information received by the School District as a result of this Agreement shall be kept confidential by the School District as and to the extent required by law. In accordance with the *Illinois School Student Records Act* (ISSRA) and the regulations implementing the federal *Family Educational Rights and Privacy Act* (34 C.F.R. 99) (FERPA), any and all information constituting student records or education records under those laws that is received by the Department as a result of this Agreement shall be kept confidential by the Department and shall not be disclosed by the Department to another party, except as provided under state and federal law, without the prior written consent of the parent of the student (or consent of the student if he or she has assumed rights under the law). This representation shall be deemed to constitute the written certification by the

Department, as required by ISSRA and FERPA, to acknowledge and agree to the Department's ongoing compliance with the confidentiality requirements related to receipt of student record information pursuant to this Agreement.

**4. TERM**

The parties to this Agreement understand and agree that this Agreement shall commence the day and year on which the Agreement is signed by all parties. This Agreement shall remain in effect from year-to-year thereafter, as may be modified pursuant to Section 6 of this Agreement, until terminated by written notice of either party. The Parties shall review and discuss the terms of this Agreement every two years, with the first such review to occur at the end of the 2020-2021 school term.

**5. NOTIFICATION**

- A. Any and all notices required hereunder to be sent to the School District shall be served in writing to the following address:

Office of the Superintendent  
Hinsdale Township High School District No. 86  
5500 S. Grant Street  
Hinsdale, IL 60521

Service shall be made by the United States certified mail, postage prepaid, return receipt requested, or by personal delivery of any such notice delivered to an employee of the School District at its District administration office during the regular business hours of said office.

Any and all notices required hereunder to be sent to the Department shall be served in writing to the following address:

To the City:  
City of Darien Police Department  
1710 Plainfield Rd.  
Darien, IL 60561  
Attn: Chief of Police

Service shall be made by the United States certified mail, postage prepaid, return receipt requested, or by personal delivery of any such notice delivered to an employee of the Department at its administration office during the regular business hours of said office.

**6. MODIFICATION**

The agreements, covenants, terms and conditions herein contained may be modified only through written mutual consent of the parties hereto.

**7. ASSIGNMENT**

Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the day and year the Agreement is fully executed by both Parties.

**BOARD OF EDUCATION**

**HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86  
DUPAGE AND COOK COUNTIES,  
ILLINOIS**

By: \_\_\_\_\_  
Its President

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

**CITY OF DARIEN  
POLICE DEPARTMENT**

**DUPAGE COUNTY, ILLINOIS**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**AGENDA MEMO**  
**Police Committee**  
**November 18, 2019**

**ISSUE STATEMENT**

A resolution to approve an Intergovernmental Agreement between the Board of Education of Hinsdale Township High School District NO. 86 (“School District”) and the City of Darien (“City”) authorizing the City Police Department’s Emergency Access to School Security Video Feeds and Radio Frequencies

**BACKGROUND/HISTORY**

Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, provides that units of local government and school districts may contract with one another to perform any activity authorized by law.

The School District and the City wish to work collaboratively within the bounds of the law to protect School District resources and maximize the health and safety of individuals on School District grounds by providing a coordinated response to threats, specifically by allowing emergency responders to access school security video feeds and emergency operations radio frequencies during emergency situations.

The School District maintains or may maintain security cameras and utilizes or may utilize radios with an emergency operations frequency in its schools and on schools grounds outside its schools. In the event of an emergency, the DPD wishes to have access to the School District’s security video feed(s) and emergency operations radio frequencies to facilitate their work in providing police services to the schools, and the School District wishes to grant such access on the terms outlined in this Agreement.

This Agreement is intended to permit such access, consistent with the student confidentiality requirements of the *Illinois School Student Records Act*, 105 ILCS 10/1 *et seq.*, and the *Family Educational Rights and Privacy Act*, 20 U.S.C. 1232g, and their respective implementing regulations, particularly 23 Ill. Admin. Code 375.60 and 34 C.F.R. § 99.32, 99.36.

Attorney John Murphey has reviewed the IGA and advised it is appropriate if the City chooses to enter the agreement.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approving the agreement.

**ALTERNATE CONSIDERATION**

As recommended by the Committee.

**DECISION MODE**

This item will be placed on the December 2, 2019, City Council agenda for formal consideration.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN**

**THE BOARD OF EDUCATION OF  
HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86  
AND  
THE CITY OF DARIEN**

**AUTHORIZING  
THE CITY POLICE DEPARTMENT'S  
EMERGENCY ACCESS TO  
SCHOOL SECURITY VIDEO FEEDS AND RADIO FREQUENCIES**

This Intergovernmental Agreement is made and entered into on the last date written below by and between the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DU PAGE AND COOK COUNTIES, ILLINOIS** ("School District") and the **CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS** ("City") (each a "Party," and collectively, the "Parties").

**RECITALS**

**WHEREAS**, the Board operates one or more schools ("Schools") within the City's jurisdiction; and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, provides that units of local government and school districts may contract with one another to perform any activity authorized by law; and

**WHEREAS**, the City and the Board of Education are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act*, 5 ILCS 220/2; and

**WHEREAS**, the Parties wish to work collaboratively within the bounds of the law to protect School District resources and maximize the health and safety of individuals on School District grounds by providing a coordinated response to threats, specifically by allowing emergency responders to access school security video feeds and emergency operations radio frequencies during emergency situations; and

**WHEREAS**, the Darien Police Department ("DPD") is a department within and under the authority of the City; and

**WHEREAS**, the DPD provides police services to the schools in the School District;  
and

**WHEREAS**, the School District maintains or may maintain security cameras and utilizes or may utilize radios with an emergency operations frequency in its schools and on schools grounds outside its schools; and

**WHEREAS**, in the event of an emergency, the DPD wishes to have access to the School District's security video feed(s) and emergency operations radio frequencies to facilitate their work in providing police services to the schools, and the School District wishes to grant such access on the terms outlined in this Agreement; and

**WHEREAS**, this Agreement is intended to permit such access, consistent with the student confidentiality requirements of the *Illinois School Student Records Act*, 105 ILCS 10/1 *et seq.*, and the *Family Educational Rights and Privacy Act*, 20 U.S.C. 1232g, and their respective implementing regulations, particularly 23 Ill. Admin. Code 375.60 and 34 C.F.R. § 99.32, 99.36; and

**WHEREAS**, the School District and the City are authorized to enter into this Intergovernmental Agreement pursuant to the Illinois Constitution and the Illinois *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth in this Agreement, the Parties agree to the following terms and conditions:

1. **Recitals.** The recitals above are incorporated as terms and conditions of this Intergovernmental Agreement.
2. **Term and Termination.** This Agreement takes effect immediately upon the approval and signature of both Parties and shall remain in effect from year-to-year thereafter, as may be modified pursuant to Section 12 of this Agreement, until terminated by written notice of either Party. The Parties shall review and discuss the terms of this Agreement every two years, with the first such review to occur at the end of the 2020-2021 school term. Either Party may terminate this Agreement at any time for any reason by providing five (5) days' prior written notice to the other Party's primary administrator (Superintendent for the School District and Chief of Police for the City). Upon termination, the DPD will have no further access to the School District's security camera feeds under this Agreement, but the City's confidentiality obligations under this Agreement will survive.
3. **Right to Access School Video Feeds and Emergency Operations Radio Frequencies When Students Are Not Present.** The DPD, and its agents and subcontractors if applicable, are permitted to access the School District's security video feeds and/or emergency operations radio frequencies if, at a time when the DPD would reasonably believe *no* school activities are currently ongoing, (i) a security, fire, or other alarm at a School District building is triggered or (ii) an emergency call (i.e., 911 or otherwise) is made regarding a School District property. In such case, the Department accessing the feed(s) is required to notify the Superintendent when the situation necessitating the feed has been resolved. The DPD also may access the video feeds during these times upon direct order of the



Police Chief for training purposes and for functionality and proficiency tests, but only with the prior consent of the Superintendent.

**4. Right to Access School Video Feeds and Emergency Operations Radio Frequencies When Students Are Present.** The DPD, and its agents and subcontractors if applicable, are permitted to access the School District's security video feeds and/or emergency operations radio frequencies if, at a time when the DPD would reasonably believe school activities *are* currently ongoing, there is an articulable and significant threat to the health or safety of a student or other individuals and the DPD's access to the video feed(s) and emergency operations radio frequency is necessary to protect against the threat (a "Qualifying Emergency").

**a. Who determines whether a Qualifying Emergency exists.** Whether a Qualifying Emergency exists is determined by:

- i. The Superintendent, a School District-level administrator, or a Principal or Assistant Principal in the School District; or
- ii. The senior on-shift officer of the DPD, if a Blue Point Alarm in the School is activated or an emergency call (i.e., 911 or otherwise) is made regarding a School District property that the School District has not already reported to the DPD, in which case the DPD will contact the Superintendent or, in the event of his/her unavailability, the applicable building Principal by phone as soon as practical.

**b. Factors in determining whether a Qualifying Emergency exists.** In determining whether a Qualifying Emergency exists, the appropriate individual shall consider:

- i. the seriousness of the threat to the health or safety of a student or other individual;
- ii. the need for video feed or emergency radio frequency access to meet the emergency;
- iii. whether the DPD is in a position to deal with the emergency; and
- iv. the extent to which time is of the essence in dealing with the emergency.

**5. Scope of Access.** Regardless of whether students are present during any emergency access to the School District's video feed, the DPD are restricted to accessing only live video feeds or video feeds that are reasonably contemporaneous with an emergency event, and only feeds from those security cameras that are reasonably likely to contain footage related to the emergency event or any emergency response to it. During training or functionality tests when student are not present, the DPD may access any live video feeds for the limited duration of its training or tests. The

DPD is prohibited from accessing any School District security video feed or emergency radio frequency for any purpose other than as outlined in this Agreement, and any information about personally identifiable students gleaned from such feeds or frequencies by the DPD will remain confidential to the maximum extent permitted by law or as authorized in writing by the Superintendent.

6. **No Recording of Video Feed or Radio Communications.** Neither the DPD nor any of its agents or subcontractors, shall not record any video footage from the School District security cameras or any emergency operations radio communications without the Superintendent's affirmative consent. This provision does not impair the DPD's ability to later obtain footage recorded by the School District with consent of the School District.
7. **Annual Meeting.** Representatives from each Party will meet or confer at least annually to review existing protocols related to access to the School District's security video feeds and emergency radio frequencies and to recommend any changes in protocol.
8. **Other Agreements.** The School District and City are currently parties to both an Intergovernmental Agreement for the Reciprocal Reporting of Student Offenses and an Intergovernmental Agreement for School Resource Officer Services. The School District may share information with the City pursuant to either of those Agreements, and the School District may grant the SRO access to video feeds or emergency operations radio frequencies pursuant to the SRO agreement.
9. **Indemnification.** The City will indemnify the School District from all costs, damages, expenses, fines and penalties, including attorney's fees, arising from any intentional unauthorized access to or use of such video feed or footage or emergency radio communications by the City's Board members, officers, employees, subcontractors, agents, or representatives.
10. **No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the 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 toward any third party.
11. **No Assignments.** The City is prohibited from assigning any of its rights or subcontracting or delegating its performance of any obligation under this agreement without the prior written consent of the School District. Any purported assignment or delegation in violation of this section is void.
12. **Additional Provisions.**
  - a. **Effect of Agreement.** This Agreement inures to the benefit of and binds the Parties, as well as each of their successors.

- b. Complete Understanding.** This Agreement, together with the Agreements referenced in paragraph 8 of this Agreement, set forth all of the promises, agreements, conditions, and understandings between the Parties related to emergency access to school security video feeds and emergency operations radio frequencies, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.
- c. Amendments.** No subsequent amendment or modification to this Agreement is binding upon the Parties unless reduced to writing and duly authorized and signed by both Parties.
- d. Applicable Law.** This Agreement is to be governed by the laws of the State of Illinois.
- e. Execution.** Electronic transmission of signatures, whether by facsimile or email, is acceptable.

**IN WITNESS WHEREOF,** the Parties have approved and executed this Agreement on the date(s) indicated below.

*Signature page to follow*

**BOARD OF EDUCATION OF  
HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86,  
DU PAGE AND COOK COUNTIES,  
ILLINOIS**

**CITY OF DARIEN,  
DU PAGE COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGENDA MEMO**  
**Police Committee**  
**November 18, 2019**

**ISSUE STATEMENT**

A resolution to approve an Intergovernmental Agreement between the Board of Education of Hinsdale Township High School District NO. 86 and the City of Darien for School Resource Officer Services from 2019 through 2021.

**BACKGROUND/HISTORY**

The School Board desires to have the services of one of the City's police officers to perform the duties of a School Resource Officer ("SRO") at the School. The SRO provides the Darien Police Department and school with a direct line of communication and resource for dealing with problems of mutual concern. The SRO will establish and maintain a healthy relationship between law enforcement officers, students and parents; serve as a police presence within the school to discourage theft, vandalism, assault, trespassing and other violations of the law; assist in providing educational programs concerning social issues in which law enforcement is involved; investigate and take appropriate actions on criminal and traffic problems, especially those related to theft, assaults, vandalism, drugs, trespassing and reckless driving; serve as a resource and/or a referral source for students with problems in which his/her expertise may be helpful.

Attorney John Murphey has reviewed the IGA and advised it is appropriate if the City chooses to enter the agreement.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approving the agreement.

**ALTERNATE CONSIDERATION**

As recommended by the Committee.

**DECISION MODE**

This item will be placed on the December 2, 2019, City Council agenda for formal consideration.

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL  
DISTRICT NO. 86  
AND  
THE CITY OF DARIEN**

**FOR SCHOOL RESOURCE OFFICER SERVICES**  
2019-2021

This Intergovernmental Agreement is made by and between the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (“Board” or “District”) and the City of Darien (“City”).

**WITNESSETH:**

**WHEREAS**, the Board operates Hinsdale South High School (“School”), located at 7401 Clarendon Hills Rd, Darien, IL 60561, within the City’s jurisdiction; and

**WHEREAS**, the City operates the Darien Police Department, which provides police services within the City’s jurisdiction; and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, provides that units of local government and school districts may contract with one another to perform any activity authorized by law; and

**WHEREAS**, pursuant to Section 10-20.14 of the School Code (105 ILCS 5/10-20.14), school districts are encouraged to create memoranda of understanding with local law enforcement agencies that clearly define law enforcement’s role in schools; and

**WHEREAS**, the City and the Board are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act*, 5 ILCS 220/2; and

**WHEREAS**, the Board desires to have the services of one of the City’s police officers to perform the duties of a School Resource Officer (“SRO”) at the School; and

**WHEREAS**, the City and the Board have determined it to be in the best interests of both Parties to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, conditions, and other valuable consideration, the receipt and sufficiency whereof is herein acknowledged, the parties hereto agree as follows:

**1. Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. **Term.** This Agreement shall commence on the date fully executed by both Parties, and shall continue in full effect until June 30, 2021. This Agreement may be extended by mutual written agreement of the Parties. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice. Upon the commencement of this Agreement, any prior Agreement between the Parties for the City's provision of SRO services to the District shall be deemed terminated.

3. **Assignment and Selection of the SRO.** The City shall assign one police officer to act as an SRO at the School. To select the police officer, the City shall provide the Superintendent of the District (or designee) with a list of police officers who meet the minimum qualifications set forth in Exhibit A, which is attached hereto and incorporated herein by reference. The Superintendent (or designee) will then select the police officer who will serve as the SRO. The Superintendent (or designee) may request to hold interviews of the eligible police officers. At any time during the term of this Agreement, the City shall replace the SRO with another police officer who meets the criteria set forth in this Agreement, if, after consultation with the City, the District provides the City with a written request setting forth the rationale for the requested replacement.

4. **Employment of the SRO.** The SRO shall remain an employee of the City and shall be subject to the administration, supervision, and control the City, except as such administration, supervision and control is subject to the terms and conditions of this Agreement. The City shall at all times be considered the SRO's employer and the City shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary any other benefits, including overtime, to which the SRO is entitled as an employee of the City. The City is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The City shall also maintain payroll, attendance, and performance evaluation records of the SRO. The SRO shall be covered by the City's worker's compensation insurance.

Because the SRO is an employee of the City, the City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. With regard to disciplinary actions related to services provided under this Agreement, the City shall have the sole discretion and power to discipline the SRO.

5. **Compensation.** The Board agrees to reimburse the City one hundred percent (100%) of the SRO's per diem rate of salary and benefits for any days that the SRO performs SRO duties for the School during the normal work hours set forth in Paragraph 6 below. In addition, to the extent the SRO performs SRO duties for the School outside of normal work hours, when authorized under Paragraph 6 below, the Board agrees to reimburse the City for the overtime pay of the SRO for such authorized extra duty hours. On a monthly basis, the City shall send the Board an invoice for the amount of reimbursement owed by the Board for the prior month, which invoice shall provide the amounts due in detail. The District shall pay the amounts due in accordance with the *Local Government Prompt Payment Act* (50 ILCS 505/1 *et seq.*).

6. **SRO Work Schedule.** The SRO shall perform SRO duties for the School from 7:30 a.m. until 3:30 p.m., or any generally adjusted start/end time schedule followed by the School,

on every day that the students of the District are required to be in attendance (“normal work hours”). The SRO presence at the School during school hours is a fundamental premise of this Agreement, and the SRO is expected to remain on location at the School unless his SRO duties necessitate his presence elsewhere. In addition, the SRO may perform duties for the School outside normal work hours when required as a direct result of a school-related issue for which the SRO’s presence is needed. The SRO is authorized to perform duties outside normal work hours only in the event of an emergency or when approved in advance by a school administrator. Any adjustment to the SRO’s schedule shall be subject to the agreement of the City and the District.

If, for any reason, the SRO is absent on a day that he/she is assigned to work at the Schools, the City shall assign another police officer to special patrols in and around the school particular attention to open and closing. Any additional patrols will be conducted from patrol staffing and will not result in an additional cost to the District. For longer term absences, the City will endeavor to assign a replacement SRO with the qualifications set forth in Exhibit A; if this is not feasible, the Parties will discuss the options to best provide coverage during such absence. In order to maintain consistency in services to students, the SRO will be asked to use reasonable efforts to schedule his or her vacations and time off on school holidays and during school breaks.

**7. SRO Duties and Firearm Storage.** The SRO shall perform the duties described on Exhibit B, which is attached hereto and incorporated herein by reference. The SRO shall not conduct investigations that are non-criminal in nature such as residency, or serve as security for Board of Education meetings. Storage of firearms on school property will follow the protocols agreed to by the School and the Police Department, which will be attached to this Agreement as Exhibit C.

**8. Compliance with Board Policies and Procedure.** The SRO shall comply with applicable Board policies and procedures in the course of his/her duties, and any other operating procedures that are agreed upon by the Parties.

**9. Compliance with Laws.** The Parties shall comply with all applicable laws, ordinances, rules, regulations and codes in performing their respective obligations hereunder.

**10. Access to Records.** The School District and the SRO will have access to education records and law enforcement records relating to students under the terms set forth in Exhibit D and as otherwise allowed or restricted by applicable law.

**11. Insurance.** Each Party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$3,000,000 per occurrence and in the aggregate. Within seven (7) days of the last Party’s execution of this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement. Each party may satisfy the insurance obligations under this Paragraph by utilizing excess or umbrella insurance. For purposes of this Paragraph, insurance may be provided through a self-insured intergovernmental risk pool or agency. Each Party shall name the other party’s Indemnitees (as defined in Paragraph 12) as additional insureds on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against any of the other Party’s Indemnitees.



**12. Mutual Indemnification.** The District shall indemnify and hold the City and its officers, agents, and employees (“City Indemnitees”) harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorney’s fees arising out of, proximately caused by or incurred by reason of any of negligent acts or omissions of the District and its employees related to this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

The City shall indemnify, defend and hold the District, its individual Board member, agents, and employees (“District Indemnitees”) harmless of and from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorneys’ fees arising out of, proximately caused by or incurred by reasons of any negligent act or omission by the SRO, or breach of this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

**13. Notices.** Any notices required under this Agreement may be sent to the respective parties at the following respective addresses:

To the Board:  
Hinsdale Township High School District 86  
5500 South Grant Street  
Hinsdale, IL 60521  
Attn: Superintendent

With a copy to:  
Heather K. Brickman  
Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP  
3030 Salt Creek Lane, Ste. 202  
Arlington Heights, IL 60005

To the City:  
Darien Police Department  
1710 Plainfield Rd. Darien, IL 60561  
Attn: Chief of Police

With a copy to:  
John Murphey Rosenthal, Murphey, Coblenz & Donahue  
30 North LaSalle St  
Chicago, IL 60602

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, overnight delivery with proof of delivery, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the day of deposit; all other notices shall be effective when delivered.

**14. Complete Understanding and Amendments.** This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

**15. Successors and Assigns.** This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives, successors and assigns.

**16. Governing Law.** 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.

**17. Authority to Execute.** Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement.

**18. Waiver.** The failure of either party to demand strict performance of the terms and conditions of this Agreement on any one occasion shall not be deemed a waiver to demand strict performance on any future occasion.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals all as of the day and year first written above.

**BOARD OF EDUCATION OF  
HINSDALE TOWNSHIP HIGH SCHOOL  
DISTRICT NO. 86, DUPAGE AND COOK  
COUNTIES, ILLINOIS**

**CITY OF DARIEN**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**ATTEST:**

**ATTEST:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Its: Secretary**

**Its:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**EXHIBIT A**

**QUALIFICATIONS OF THE SRO**

1. Be a certified police officer of the Darien Police Department;
2. Have at least two (2) years of experience working as a police officer;
3. Have strong verbal, written, and interpersonal skills, including public speaking;
4. Be able to function as a strong role model for students in the District;
5. Possess a sufficient knowledge of the applicable Federal and State laws, City ordinances, and Board policies and regulations;
6. Be capable of conducting in depth criminal investigations; and
7. Possess an even temperament and set a good example for students.
8. Possess competent computer skills to review and manage District 86 resources that support safety & security on our campuses; i.e. video surveillance equipment and software.
9. Attain Rifle Qualified Status.
10. Have completed the following training regarding the duties and responsibilities of a school resource officer:
  - a. Prior to January 1, 2021, either:
    - i. Certification through the Illinois Law Enforcement Training and Standards Board as a Juvenile Police Officer under 705 ILCS 405/1-3(17); or
    - ii. The Basic School Resource Officer Course provided by the National Association of School Resource Officers.
  - b. Commencing on January 1, 2021, either:
    - i. Certification through the school resource officer course provided by the Illinois Law Enforcement Training and Standards Board under 50 ILCS 705/10.22; or
11. If acceptable to the School District, one of the certifications in Paragraph 10(a) above, provided the Police Department certifies that the school resource officer has prior experience and training which satisfies the training requirement in 10(b)(i).

**EXHIBIT B**

**DUTIES OF THE SRO**

The SRO shall perform the following duties with due diligence and to the best of his/her ability:

1. Serve as a counselor and/or referral source for students with problems in which the SRO's law enforcement expertise may be helpful;
2. Provide and encourage programs and presentations designed to promote student and faculty understanding of the law and other public safety issues with the intended goal of allowing young people to become better informed and effective citizen within and outside the academic environment, including conducting presentations and/or trainings on law, law enforcement issues, individual liberties and social responsibilities;
3. Be available to students, faculty, parents, and School and community organizations as a resource;
4. Work with parents, law enforcement, and social service agencies on matters that may affect the School;
5. Work cooperatively with other law enforcement agencies, including neighboring law enforcement entities, to fulfill the duties described hereunder;
6. Enforce State and Local criminal laws and ordinances and to take appropriate action in response to violations of the law;
7. When feasible, officers are encouraged to maintain a high level of visibility during school entrance and dismissal times as well as during passing periods;
8. Meet with building administrators to advise them of potentially dangerous situations and plan for the safe resolution of those situations;
9. Follow building and district behavior policies, deferring to school administration for discipline and enforcement of student handbook and policies, referring students for further law enforcement processing when requested by the School District or required by law, and using law enforcement authority in necessary situations;
10. Protect school property, students, school personnel and visitors from criminal activity by patrolling the school building and grounds and attending school functions during and outside the school day (athletic events, dance, parent-teacher conferences) as reasonably required;
11. Assist in the development, review, and implementation of the School District Emergency Plan;
12. Present lessons in appropriate courses, as requested by the School District (e.g., driver's education, government);

**Final**  
**10/17/19**

13. Serve as a liaison between the Schools and the Police Department;
14. Assist with safety and emergency drills pursuant to the School Safety Drill Act, including specifically observing the active-shooter law enforcement drill as required by that Act;
15. Assist the school administration in the development of plans and strategies which minimize dangerous situations including those related to student or community unrest which impact the schools;
16. Provide students and their families, administrators, staff and faculty with information concerning various community support agencies, including:
  - a. family counseling services
  - b. drug and alcohol treatment facilities
  - c. psychological services
  - d. legal assistance
  - e. others which may be appropriate under given circumstances; and
17. The SRO shall provide information, records, and testimony when the SRO is directly involved in an incident and when requested by the School District administration for student expulsion proceedings.

Notwithstanding the above, the Parties acknowledge that the SRO is responsible for criminal law issues, not school discipline issues. Thus, absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including, but not limited to, disorderly conduct; disturbance/disruption of the Schools or public assembly; trespass; loitering; profanity; and fighting that does not involve immediate physical injury or a weapon, shall be considered school discipline issues to be solely handled by School officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest). If the SRO becomes aware of a student discipline issue, he/she shall refer the issue to the School's principal. If the SRO does proceed with law enforcement actions, he/she shall adhere to School Board policy, police policy and legal requirements with regard to investigations, interviews of students and arrests of students that occur or are planned to occur on School District property. Neither the SRO nor the District shall be precluded from referring students or their parents to the State's Attorney's Office if the student or parents desire to press charges.

The City and the School District acknowledge that the SRO must receive appropriate and current training in order to fulfill his/her duties as a school resource officer. As a result, the Parties shall work cooperatively to ensure the SRO receives appropriate in-service training, such as updates in the law, in-service firearm training, and training specific to the duties of a school resource officer and working with high school age students. The School District also may require the SRO to attend other relevant trainings, including but not limited to, trainings about appropriate use of restraint involving special needs students, use of opioid antagonists, implementation of Board policies, and the School District's regulations and procedures.

**EXHIBIT C**

**PROTOCOLS FOR STORAGE OF POLICE FIREARMS  
ON SCHOOL DISTRICT PROPERTY**

The SRO may store one (1) rifle and associated ammunition (approximately four (4) magazines) (together “firearms”) at the School during the term of this Intergovernmental Agreement and in accordance with the following protocols.

1. The firearm and ammunition will be kept, in a safe bolted to the floor, in one or more secure locations acceptable to the Police Department and the School.
2. The Police Department and the School will agree on the type of safe to be used and the methods of access, such as biometric access and/or by a physical key or otherwise.
3. The firearms will be accessible only to the SRO and any sworn and qualified officer from the Police Department.
4. The firearm will be permanently stored at the School 24 hours each day. The SRO may remove the firearm from the School premises for maintenance, training or replacement, with prior notice to both the Principal and the Chief of Police. The firearm will be transported in a concealed manner to minimize disruption.

**EXHIBIT D**

**ACCESS TO RECORDS**

**A. District Records.** The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by District employees or students shall be the property of the District. The Parties agree to comply with all state and federal laws, including, but not limited to, the Illinois School Student Records Act (105 ILCS 10/1 et seq.), the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 et seq.), the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99), Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164), the Illinois Personnel Records Review Act (820 ILCS 40/1 et seq.), and all rules and regulations governing the release of student, personnel, and medical records. The SRO may have access to personally identifiable information (“PII”) in student records as follows:

- 1) The SRO may have access to “directory information” of students as needed to perform duties.
- 2) The SRO may have access to live feed of security cameras in the District pursuant to authorization of the Superintendent or Principal. Recorded camera footage may constitute student record information if identifiable students are the focus of the footage. As such, recorded camera footage will be treated as student record information pursuant to Paragraph A.3 below.
- 3) The SRO may have access to other (non-directory) student record information pursuant to the following legal guidelines, as interpreted and approved by the Superintendent or Principal:
  - i) The SRO may receive PII from the District as a “school official” performing SRO duties under this Agreement when the SRO has a direct and legitimate educational interest in the student. A “legitimate educational interest” shall include promoting school safety and physical security of the students. The PII must remain under the direct control of the District, and the SRO may use information obtained as a school official only for the purposes for which it is obtained, and will not disclose such information to third parties, including other employees of the Police Department who are not acting as school officials, unless consent of the parent (or student age 18 or older) is obtained or an exception to the statutory consent rule applies.
  - ii) The SRO may receive from the District PII related to student criminal activity pursuant to an applicable reciprocal reporting agreement entered into between the District and the City (“Reciprocal Reporting Agreement”), when necessary for the discharge of his official duties to effectively serve, prior to adjudication, the student whose records are released. Such a record release is subject to the terms of the Reciprocal Reporting Agreement, and the SRO will not disclose that information to third parties outside the Police

Department.

- iii) in an emergency, as determined by the Superintendent or School Principal.

Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions set forth in this Agreement shall continue in full force and effect following such termination.

- B. Law Enforcement Records.** The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement may constitute law enforcement records. In accordance with law, all records generated and maintained solely by the SRO and the City shall not constitute student records. If the SRO utilizes a body camera, it shall be used in accordance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 701/10-1 et seq.) and other applicable federal and Illinois law. Prior to the SRO's use of a body camera in the District, the City shall provide to the District a copy of the Police Department's written policy regarding the use of body cameras adopted in accordance with the foregoing Act, including, but not limited to, the Police Department's policy for when the cameras will be turned on while the officer is on duty in the schools and the expectations of privacy of the District's students, invitees, and employees, and the District and City shall determine appropriate procedures for flagging recordings related to incidents in the schools for retention by the City and for access by the District as otherwise allowed by law. Prior to use of body cameras in the District, the City will provide written information and training to appropriate school employees concerning the objectives and procedures for the use of body cameras in the District. If the SRO is equipped with a body camera, he/she shall be trained in the operation of the equipment prior to its use.
- C. Other Applicable Agreements.** This records and confidentiality provisions in this Agreement shall be interpreted in conjunction with other applicable agreements in effect between the District and the City, including, but not limited to, the Reciprocal Reporting Agreement.



**AGENDA MEMO**  
**Police Committee**  
**November 18 2019**

**ISSUE STATEMENT**

A resolution authorizing the purchase of a three year Employee Assistance Program (EAP) from ComPsych Guidance Resources Worldwide using Department of Justice award money in the amount of \$5,475.

**BACKGROUND/HISTORY**

The current EAP was demonstrated to be ineffective on two occasions. One occasion dealt with an employee needing assistance with an issue, but when calling EAP the phone call was not returned for a full week and then only after a follow up call from the employee. On a second occasion an employee was having issues following a tragic incident the employee was involved. The EAP called back within 24 hours set up a series of dates to help the employee but never was available for the dates established. The current EAP is woefully ineffective. There is a significant need to insure the mental welfare of our employees. Therefore the Police Department would like to implement an employee assistance program to provide support and resources to help employees resolve personal issues that may impact performance, while equipping management with tools to create a positive work environment. The recommended program, includes integrated employee assistance, behavioral health, wellness, work-life, crisis intervention and absence management services, plus program administration and annual reporting.

ComPsych's EAP services include:

1. Three session EAP to address personal issues such as relationship struggles, substance abuse, parenting challenges and grief. Unlimited Manager Referrals.
2. Toll-free line can be used for any need—whether EAP or work-life.
3. Clinicians with master's degrees greet callers immediately 24 hours a day, seven days a week
4. All callers offered a face-to-face appointment with a behavioral health specialist in our ComPsych Guidance Expert Network.
5. Critical incident support for events such as employee deaths, layoffs and other incidents.
6. Crisis calls answered 24 hours a day, seven days a week.
7. Strength, talent and experience of critical incident stress management (CISM) team.
8. On-site, professional response to critical incidents.
9. Local expertise in minimizing impact of critical incidents.
10. Available at any time to managers, no matter what the issue.

The Darien Police Department is a proud participant in the United States Department of Justice and the United States Department of Treasury Equitable Sharing Program for State and Local Law Enforcement Agencies. For the last two years the Darien Police Department has participated in federal task forces whose goal is to stem the flow of illegal narcotics into the Chicago metropolitan area which is one of the major hubs for illegal narcotics coming into the United States. It is the goal of this program to not only cut off the flow of illegal narcotics into the area, but to take away and use the tools, proceeds and property derived from any criminal activity against the offenders. These seized tools, proceeds and property are ultimately a deterrent to criminal activity and an enhancement to law enforcement. Under the Guidelines of the Equitable Sharing Program, the funds

received cannot be used to replace or supplant the police department’s regularly budgeted monies but augment the police budget. These seized monies may only be used by the police department in order to augment the police budget. This purchase meets the Guidelines of the Equitable Sharing Program and will provide an important tool for the police department that otherwise would not be available without participation in the Equitable Sharing Program.

**Proposals/Bids**

<b>CJIS Network Monitoring Solution</b>	
<b>COMPANY</b>	<b>AMOUNT</b>
ComPsych Guidance Resources Worldwide	\$5,475 for three year contract
Perspectives Ltd.	\$9,750 for three year contract

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval of the resolution authorizing the purchase of a three year Employee Assistance Program from ComPsych Guidance Worldwide using Department of Justice award money in the amount of \$5,475.

**ALTERNATE CONSIDERATION**

As recommended by the Committee.

**DECISION MODE**

We will place this item on the December 2, 2019, City Council agenda for formal consideration.

Proposal for City of Darien Police Department



**SUBMITTED BY:**

**ComPsych Corporation**  
NBC Tower  
455 North Cityfront Plaza Drive  
Chicago, IL 60611  
312-595-4000  
[www.compsych.com](http://www.compsych.com)

**PRIMARY CONTACT:**

**Zachary Husain**  
Business Development Consultant  
312-705-1516  
[zhusain@compsych.com](mailto:zhusain@compsych.com)

## Small Business Advantage Program

The ComPsych employee assistance program (EAP) and work-life benefits solution provides support and resources to help employees resolve personal issues that may impact performance, while equipping management with tools to create a positive work environment. ComPsych's GuidanceResources Small Business Advantage<sup>®</sup> (SBA) program is composed of cutting-edge employee benefits and stands apart by **comprehensively supporting employees across the broad spectrum of life's issues.**

Designed especially for the needs of small organizations, the GuidanceResources SBA program provides a turnkey solution for employee benefits. It includes seamlessly integrated employee assistance, behavioral health, wellness, work-life, crisis intervention and absence management services, plus program administration and annual reporting within an economically priced package. Seamlessly integrated, our GuidanceResources SBA services support employees through just about any issue.

### EAP Services

Employees and their family members can contact ComPsych with issues regarding behavioral and emotional health, family, legal, financial, wellness or other personal matters 24 hours a day, seven days a week, via our toll-free line or email. Employees always reach our GuidanceConsultants, (master's-level clinicians), who will conduct an issues assessment and direct the caller to the appropriate ComPsych GuidanceExpert (behavioral health specialist, attorney or financial professional in our ComPsych GuidanceExpert<sup>SM</sup> Network) for further assistance—all through a single point of contact. The ComPsych network includes only ComPsych-credentialed, state-licensed clinicians with expertise in specialties essential to EAP, such as stress and anxiety disorders and critical incident support.

ComPsych's EAP services include:

- 3 or 5-session EAP to address personal issues such as relationship struggles, substance abuse, parenting challenges and grief
- Toll-free line can be used for any need—whether EAP or work-life
- Clinicians with master's degrees greet callers immediately 24 hours a day, seven days a week
- All callers offered a face-to-face appointment with a behavioral health specialist in our ComPsych GuidanceExpert Network
- **Critical incident support** for events such as employee deaths, layoffs and other incidents
  - Crisis calls answered 24 hours a day, seven days a week
  - Strength, talent and experience of critical incident stress management (CISM) team
  - On-site, professional response to critical incidents
  - Local expertise in minimizing impact of critical incidents
  - Available at any time to managers, no matter what the issue

For follow-up purposes, ComPsych contacts all callers shortly after making an appointment and sends satisfaction surveys via email (with employee permission) within 30 days.

### Work-Life Services

#### The ComPsych Mission

ComPsych's mission is to embrace the challenges of today's workplace with a dynamic vision of the future. By providing organizations with cutting-edge solutions that attract and retain employees as well as improve employee productivity and performance, ComPsych offers significant cost savings and improved organizational efficiency.

Through constant innovation, relentless commitment to quality, unparalleled service and customer partnership, ComPsych stands alone as the leader in providing build-to-suit integrated GuidanceResources worldwide.

Through ComPsych's fully integrated GuidanceResources program, we offer support and resources for family, legal and financial issues, as well as our EAP and CISM services. Our holistic approach encourages employees to access the program. This, in turn, can reduce problems before they manifest as lost productivity, absenteeism or increased health care claims costs.

ComPsych's work-life services include the following:

## **FamilySource<sup>®</sup> Referral and Resources**

- Unlimited assistance for child care, adoption, education, elder care, pet care and personal convenience needs
- Research, prescreening of all referrals and customized referral packets—all completed by in-house specialists
- Online tools and information about family and personal issues

## **LegalConnect<sup>®</sup> Information and Referrals**

- Unlimited telephone access to our expert staff attorneys, who have experience in the practical and emotional aspects of legal concerns
- Information tailored to each employee's legal needs
- Referral to local Legal GuidanceExperts at a discounted rate

## **FinancialConnect<sup>®</sup> Information and Resources**

- Unlimited telephone access to certified financial specialists on staff at ComPsych
- Information on household budgeting, financial planning and investments
- Online access to contact information for qualified, certified Financial GuidanceExperts
- Online tools and resources for common financial issues

## **Online Services**

In addition to obtaining help through the toll-free line, customers' employees will have information, advice and tools at their fingertips through ComPsych's GuidanceResources<sup>®</sup> Online, whose content includes:

- Interactive tools and assessments such as financial calculators, budgeting spreadsheets, language translator and personal issue quizzes
- Customized child care provider/facility lookup and mapping for more than 500,000 resources by location and preference, availability verification based on specific criteria
- Comprehensive elder care facility lookup by location, with ratings and rankings research, and current availability and information on more than 100,000 providers
- Information regarding colleges and universities, career schools, graduate programs, scholarships and testing
- Attorney resource lookup and mapping by ZIP code and proximity for more than 6,300 firms and 12,900 practitioners
- Link to economically create simple, legally binding wills
- Financial planner lookup and mapping by ZIP code and proximity for more than 15,000 financial professionals

## **Program Management**

Comprehensive program management and administration services are included in every GuidanceResources SBA program. Our account management team will implement and maintain the client's program, including coordinating communications, training and annual reporting.

## GuidanceResources SBA Pricing

ComPsych will provide our GuidanceResources Small Business Advantage program for the client’s 40 employees at an annual rate of \$1,500. This pricing includes a 0 percent broker commission.

	Rate
<b>3-session EAP</b> , LegalConnect, FinancialConnect, FamilySource and GuidanceResources Online and a bank of 1 service hour	\$1,500 Annually
<b>5-session EAP</b> , LegalConnect, FinancialConnect, FamilySource and GuidanceResources Online and a bank of 1 service hour	\$2,000 Annually
DOT services	\$840 per case
On-site CISM services	\$265 per hour
Additional on-site training services	\$150 per hour
Unlimited Manager Referrals	\$325 Annually

ComPsych requires a three-year minimum agreement. With a five-year guaranteed contract, however, ComPsych will offer the client a five-year guaranteed rate. ComPsych’s proposal is valid for a period of six months.

## Program Services

### EAP Services

- Local in-person EAP assessment, referral counseling and brief treatment (up to 3 or 5 sessions per issue per employee/family member per year)
- Critical incident stress management (CISM) services: expert telephonic management consultation and prompt on-site services to lessen the impact of traumatic events (telephonic consultation is unlimited; on-site CISM sessions are charged at \$265/hour)
- Network management

### Work-Life Services

- FamilySource: unlimited customized research, educational materials and referrals on child care, adoption, elder care, education, pet care and personal convenience services
- LegalConnect: unlimited phone information on legal issues by ComPsych staff attorneys; free 30-minute assessment and 25 percent discount off fees if in-person representation is necessary
- FinancialConnect: unlimited phone information on financial issues by CPAs and CFPs on ComPsych staff

### Program Administration Services

- Toll-free access 24 hours a day, seven days a week to counseling and crisis intervention by master’s-level clinicians
- GuidanceResources Online: interactive services, tools and information
- Unlimited program utilization
- Program evaluation, annual reporting and account management
- Program literature (via PDF)—promotional brochures, wallet cards, posters and fliers
- ComPsych included a bank of 1 on-site hour per contract year in our quoted fees. These on-site hours may be composed of any combination of orientation sessions (employee or management), personal development workshops or health fair representation. Additional training is available for \$150/hour.

ComPsych uses local providers whenever possible for CISM and training purposes. As such, travel is rarely required. When travel is required, it will be billed as mutually agreed upon.

### Innovative Program Options

ComPsych can include the following GuidanceResources programs within the client's GuidanceResources SBA program for an additional fee:

#### HealthyGuidance® Unlimited Inbound Coaching

ComPsych's comprehensive health and wellness solution, HealthyGuidance, improves organizational productivity and profitability by identifying areas of potential health risk. Our unlimited inbound coaching empowers employees to make healthy lifestyle changes to improve their well-being and quality of life, and, ultimately, prevent chronic health conditions.

#### Management Referrals

ComPsych formal referral specialists can help the client's managers or HR professionals to refer employees to the EAP through either voluntary or formal referrals. We'll provide consultation and management of the process for the client.

#### FMLASource®, Inc.

FMLASource offers outsourced administration and expert consultation for leaves of absence under the Family and Medical Leave Act. As a program enhancement, FMLASource can administer a wide range of absence policies including the Americans with Disabilities Act Amendments Act (ADAAA), jury duty, military service, bereavement, paid time off and organization-specific leave policies.



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# City of Darien Police Department EAP/WorkLife Services Summary & Quote

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## Introduction

Perspectives Ltd. is pleased to be providing the following proposal to provide EAP services to City of Darien Police Department. For nearly 40 years we have been providing EAP services in the Chicagoland area out of our headquarters in downtown Chicago. We look forward to the opportunity to review the details contained within the proposal, but thought to summarize some of the key areas below;

- Perspectives has significant experience working with Municipalities, in fact over 20% of our Client Organizations are Municipalities. We are offering a customizable EAP that will be tailored to fit the needs of City of Darien Police Department. We are providing a 3 and 6 session proposal in addition to 1 hour of employee/supervisor orientations in the first year where we believe we can be effective in promoting the EAP. We especially believe that this will be valuable during the shift changes of the police and fire departments
- Unlike an EAP offered through a Life Insurance Carrier, Perspectives will actively promote the EAP so that **employees AND their family members are aware of the vast services available**
- A measurable/trackable EAP through robust utilization reports and **frequent check** ins with the dedicated Account Manger to ensure that City of Darien Police Department is aware of how the EAP is being utilized and what areas stand to be improved upon
- A network of locations that will make identifying and scheduling with a counselor for counseling sessions available to all employees
- Traditional EAP services such as in person counseling as well as a fully staffed Chicago based Access Center for assistance in issues of everyday living, such as legal/financial and convenience services listed in this proposal, as well as technology such as our EAP APP and website that we have invested significant resources in to provide at your fingertips resources **not available through EAP's through EAP's offered through a Life Insurance Policy**
- While 88% of the cases we handle through the EAP are resolved within the EAP, Perspectives will coordinate with Medical/Health Benefits offered by City of Darien Police Department where required.

To demonstrate the technology offering that Perspectives offers, please see below a log in and password to demo our on line platform.

<https://features.perspectivesltd.com/login.aspx>

User: guest

Password: perspectives

We look forward to the opportunity to review the following proposal and are available to provide any additional resources as requested

## EXECUTIVE EAP SERVICE SUMMARY AND PRICING

### Employee and Family Services

#### Call Center/In Person/EAP APP

- + Masters/PhD-staffed Call Center; toll-free 24/7 live coverage; Spanish/English bilingual; Language Line covering over 130 additional languages
- + **Unlimited Immediate phone counseling** with masters-level EAP counselors
- + Chicagoland, U.S. and Global **in-person EAP assessment and counseling of up to 3 or 6 sessions per issue** (unlimited # of issues)
- + Referral to self-help groups and community resources
- + Referral to best-matched mental health/substance abuse provider(s) (MH/SA) in healthcare plan for few cases not resolved within free EAP counseling
- + Coordination of MH/SA referrals with TPA/Insurance Carrier for referred cases
- + Follow up of all cases; Relapse Prevention Monitoring of up to 1 year for HR/Supervisory Referral cases

***88% of Perspectives EAP cases were resolved within the EAP without referral into the mental health/substance abuse benefit in FY '17***

#### Perspectives WorkLife Online (mobile friendly)

- + **Health & Wellness:** Articles, videos, webinars, links and FAQs in Allergies, Alternative Medicine, Body Aches & Pains, Cancer, Cardio Health, Children/Adolescent, Cold and Flu, Dental Health, Diabetes, Dieting, Fitness & Nutrition, Diseases, Eye Care, Fertility, Pregnancy & Childbirth, , Men's Health, Neurological, Respiratory, Sexual Health, Skin Health, Smoking Cessation, Stress, Surgeries/Procedures, Urologic Health, Women's Health, Workplace Health AND
  - **Resilience Journey – interactive resilience training**
  - **Smoking Cessation – self guided 56 day program**
  - **Interactive health assessments**
  - **700+ health videos**
  - **200+ dietician recipes**
- + **Child, Elder and Family:** Articles, videos, webinars, links and FAQs in: Caregiver Support, Communication, Developmental Stages, Family Relationships, Grief & Loss, Healthy Aging, Parenting, Pregnancy AND
  - **Searchable child/elder/pet care & adoption, autism, education, camp and tutoring databases**
  - **Monthly WorkLife Webinars**
- + **Legal/Financial:** Articles, videos, webinars, links and FAQs in: Consumer, Criminal, Divorce, ID Theft, Immigration, Landlord/Tenant, Real Estate, Retirement/Elder, Wills & Probate AND Auto, Banking, Budgeting, Debt/Bankruptcy, Going Green, Home Center, ID Theft, Insurance, Retirement Planning, Taxes AND
  - **100+ NOLO Legal Forms**
  - **200+ Financial Calculators**
- + **Emotional Well-Being:** Articles, videos, webinars, links and FAQs in: ADHD, Addiction, Anxiety/Depression, Communication, Eating Disorders, Grief & Loss, Managing Work/Family, Nurturing Yourself, Personal Growth, Relationships, Stress, Suicide, Trauma/Abuse AND
  - **Interactive Mental Health Assessments**
- + **Workplace: 60+ Workplace SKILL BUILDING TUTORIALS** in: Career Burnout/Motivation, Change Management, Communication, Customer Service, Conflict Resolution, Diversity, Emotional Intelligence, Interviewing, Leadership, Performance Review, Safety, Sales, Sexual Harassment Prevention, Supervisory Skills, Team Building, Workplace Violence, Time Management and more

***Perspective Online's robust content & interactive tools complement rather than replace our phone/in-person counseling. Every client organization has its own customizable Features Page.***

## WorkLife Services - Telephonic WorkLife Consultation and Convenience Services

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- + **Work/Life** - Immediate Call Center and IM access to degreed WorkLife Consultants for consultation and resource identification/referral in adoption, autism, child care, elder care, education, pet care, camps, tutoring and more (unlimited - provision of educational material with matched resources)
- + **Convenience** – Call Center access for referrals to Perspectives pre-screened Convenience Services such as Community Education, Fitness, Home Repairs, House Cleaning, Organizer Services, Pet Obedience Training, Relocation/Moving, Veterinarians, Yoga Classes (unlimited)
- + **Career/Work** – Call Center access to Career Coaches for two free 30 minute sessions to explore career issues, interests and concerns; develop job search strategies and review resume
- + **Nutrition** – Call Center access to Nutritionists and Registered Dieticians for free 60 minute consultation re: child friendly meals, diabetes, food allergies, gastrointestinal problems, healthy eating, high blood pressure, high cholesterol, lactation and weight management.



## Legal/Financial Services – Consultation and Discounted Legal Representation

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- + **Legal** - Call Center access to Attorneys for free **phone** consultation (unlimited – 4/5 of legal cases resolved for free with phone consult and/or completion of legal forms). Referral to Perspectives' pre-screened national Legal Network of attorneys for free 1 hour **in- person** consultation and 25% fee discount (for 1/5 of legal cases referred into Legal Network)
- + **Financial** - Call Center access to Financial Counselors and Consumer Credit Care Counselors for free **phone** consultation for college/retirement planning, budgeting, debt/bankruptcy (unlimited)
- + **Identity Theft** - Call Center access to Fraud Resolution Specialists for free 60 minute **phone** consultation and development of an Emergency Response Kit to dispute fraudulent charges



## Organizational Services

### Tailored Implementation

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- + EAP Utilization Optimization & Organizational Fit Process - how to best position the EAP for optimal utilization & HR Referral protocols (meeting w/ leaders to identify cultural, policy & benefit issues pertinent to EAP and recommend optimal plans for implementation, promotion and HR interface)
- + Brochures & Wallet Cards & Posters (unlimited)
- + Design of Introductory Letter to Homes
- + Design of Introductory E-Mailer Announcement
- + **Customized Online Features Page, including online EAP Employee Orientation video (mobile friendly)**
- + EAP Policy Development
- + EAP-Related HR Policy Review & Recommendations

### Workplace Partner Services

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- + Perspectives-dedicated Account Manager
- + **Annual Utilization Reports** w/ trend graphing, % cases resolved within EAP, client satisfaction; Summary Report anytime
- + **Unlimited HR/Supervisory Consultation** - 24/7 access to our masters-level EAP Counselors for
- + HR/Supervisory Job Performance & Company Policy/Regulatory Violation Referrals
- + Relapse Prevention Monitoring sessions for up to 1 year for HR/supervisory referral cases
- + HR Policy Consultation (Substance Abuse, Alcohol/Drug Testing, DOT, Disaster Preparedness, Workplace Violence, Sexual Harassment, etc.)
- + **One (1) hour of employee orientations in the first year of the contract**
- + **Onsite Services available in this model for \$300.00/hr (\$200.00/hr if by webinar)**
  - Introductory EAP Supervisory Training
  - Introductory EAP Employee Orientations
  - Advanced Supervisory Training
  - Employee Wellness Seminars
  - Attendance at Health Fairs and other events
- + **Onsite Critical Incident Stress Debriefing available for \$300.00/hr**

### Proactive Program Promotion

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- + EAP Orientation Video (mobile-friendly) at Perspectives Online
- + Brochures & Wallet Cards & Posters (unlimited)
- + Monthly Employee E-mailer – WorkLife Webinar announcement; Frontline EE Newsletter
- + Monthly Supervisor E-mailer – Frontline Supervisor Newsletter; EAP Flyer
- + Monthly HR Newsletter

EAP/WorkLife Fee (3-session per episode)

\$3,250.00 Annually

EAP/WorkLife Fee (6-session per episode)

\$3,750.00 Annually

Pricing will support up to 50 employees

## Perspectives EAP: Driving utilization through high touch & high tech services

Perspectives is a national firm based in Chicago, established in 1981 and independently owned by our founder. EAP/WorkLife is our primary business, where our programs are not embedded in nor do we have any fiduciary ties with insurance or healthcare organizations. We focus all of our resources on highly visible EAP/WorkLife services committed to serving our customer organizations and their employees through both High Touch and High Tech services.

	HIGH TOUCH CAPABILITIES	HIGH TECH CAPABILITIES
<b>Immediate Expertise (Unlimited)</b>	<ul style="list-style-type: none"> <li>Call Center</li> <li>+ Masters/PhD EAP counselors 24/7</li> <li>+ WorkLife dependent care consultants 24/7</li> <li>+ Nutritionists/Registered Dieticians</li> <li>+ Career Coaches</li> <li>+ Attorneys (4/5 cases handled free via phone consult/legal documents)</li> <li>+ Financial Counselors</li> <li>+ Fraud Resolution Specialists</li> </ul>	<ul style="list-style-type: none"> <li>+ Perspectives App – immediate assistance; scheduling</li> <li>+ Perspectives Online Career/Workplace Skill Builder Tutorials</li> <li>+ Perspectives Online Health Videos (700+)</li> <li>+ Instant Messaging with dependent care counselors</li> </ul>
<b>Ongoing Expertise</b>	<ul style="list-style-type: none"> <li>+ In-person EAP Counseling throughout U.S. and globe (88% of cases handled w/in EAP w/out use of health benefit)</li> </ul>	<ul style="list-style-type: none"> <li>+ Perspectives App – Targeted Content; Self-Help; Instant Messaging</li> </ul>
<b>Resources for Employees and their Families</b>	<ul style="list-style-type: none"> <li>+ 40,000 prescreened mental health/substance abuse providers for 12% of cases needing assistance beyond the EAP</li> <li>+ Referral to local attorneys (first ½ hour in-person free, 25% fee discount)</li> <li>+ 500,000 WorkLife, community, self-help and government resources</li> </ul>	<ul style="list-style-type: none"> <li>Perspectives Online (mobile friendly)</li> <li>+ Self-Search adoption, autism, child, elder, pet, education, camp databases</li> <li>+ 1000's of articles, videos, webinars, links &amp; FAQs in Emotional Well Being, Parenting, Aging, Health &amp; Wellness, Relationships, Legal, Financial and Work</li> <li>+ Smoking Cessation – self guided 56 day program</li> <li>+ Ready Legal Documents, Financial Calculators</li> <li>+ 60+ Workplace Skill Building Tutorials</li> <li>+ Interactive Health &amp; Wellness Assessments, 700+ Health Videos, 200+ Dietician Recipes;</li> <li>+ Resiliency Journey</li> </ul>
<b>Employee Engagement</b>	<ul style="list-style-type: none"> <li>+ Onsite Employee Orientations</li> <li>+ Onsite Health Fair participation</li> <li>+ Onsite Visibility tables</li> <li>+ EAP seminar attendance tied to wellness incentive</li> </ul>	<ul style="list-style-type: none"> <li>+ Webinar Employee Orientations</li> <li>+ Customized Perspectives Online Features Page                             <ul style="list-style-type: none"> <li>o 3 ½ minute EAP Orientation video (mobile friendly)</li> <li>o Skill Builder Tutorials (Certificates of Completion)</li> <li>o Customer HR/Benefit info/links/initiatives</li> </ul> </li> <li>+ 2x/mo. program promotion emailers</li> <li>+ Perspectives Online Scavenger Hunt</li> </ul>
<b>Resources for the Organization</b>	<ul style="list-style-type: none"> <li>+ Experienced workplace-savvy Account Managers</li> <li>+ HR/Supervisory Consultation 24/7</li> <li>+ Onsite EAP/Workplace Supervisory Training</li> <li>+ Onsite Employee Seminars</li> <li>+ Onsite Critical Incident Response</li> </ul>	<ul style="list-style-type: none"> <li>+ Webinar EAP/Workplace Supervisory Training</li> <li>+ Webinar Employee Seminars</li> <li>+ Monthly WorkLife Webinar</li> <li>+ Monthly HR Newsletter</li> <li>+ Monthly Supervisory Emailer</li> </ul>
<b>Reporting</b>	<ul style="list-style-type: none"> <li>+ Individual &amp; Organizational Utilization with Trend Graphing</li> <li>+ EAP impact - % of cases handled without referral into the healthcare plan</li> <li>+ Client Satisfaction</li> <li>+ Perspectives Online Utilization</li> </ul>	<ul style="list-style-type: none"> <li>+ “Cloud based” case management system provides for highly customized reporting</li> </ul>

For information on our Organizational Consulting, FMLA and Wellness services, please email Braeden Schaefer at [bschaefer@perspectivesltd.com](mailto:bschaefer@perspectivesltd.com)

## EAP/WorkLife Program - Issues Covered

<b>Family Relations</b>	<b>Emotional</b>	<b>Substances</b>	<b>Work</b>	<b>Add'l Issues</b>
<ul style="list-style-type: none"> <li>+ ADD/ADHD</li> <li>+ Adoption</li> <li>+ Blended/Step Family</li> <li>+ Child/Adolescent</li> <li>+ Child Custody/ Guardian</li> <li>+ Domestic Partners</li> <li>+ Dual Career Issues</li> <li>+ Elder Caregiving</li> <li>+ Effective Communication</li> <li>+ Marital/Couple Conflict</li> <li>+ New Parents/Pregnancy</li> <li>+ Parenting</li> <li>+ Relationships</li> <li>+ Separation/Divorce</li> <li>+ Single Parenting</li> <li>+ Special Needs</li> </ul>	<ul style="list-style-type: none"> <li>+ Adjustment Issues</li> <li>+ Anger</li> <li>+ Anxiety/Phobias</li> <li>+ Coping with Change</li> <li>+ Depression</li> <li>+ Eating Issues</li> <li>+ Grief/Loss</li> <li>+ Mood Swings</li> <li>+ Obsessions</li> <li>+ PTSD Stress</li> </ul>	<ul style="list-style-type: none"> <li>+ Alcohol Abuse</li> <li>+ Drug Abuse</li> <li>+ Prescription Drug Abuse</li> <li>+ Affected Family Members</li> <li>+ Other Addictions -- Sex, Gambling, Food</li> </ul>	<ul style="list-style-type: none"> <li>+ Burnout</li> <li>+ Career Issues</li> <li>+ Civility</li> <li>+ Coworker Conflict</li> <li>+ Job Performance</li> <li>+ Job Search</li> <li>+ Interpersonal Issues</li> <li>+ Organizational Change</li> <li>+ Resume Review</li> <li>+ Sexual Harassment</li> <li>+ Supervisory Coaching</li> <li>+ Time management</li> </ul>	<ul style="list-style-type: none"> <li>+ Chronic Illness</li> <li>+ Domestic Violence</li> <li>+ GLBT Issues</li> <li>+ Men's/Women's Issues</li> <li>+ Sexual Abuse/ Incest</li> <li>+ Sexual Dysfunction</li> </ul>
<b>Childcare/Petcare</b>	<b>Eldercare</b>	<b>Legal</b>	<b>Financial</b>	<b>Convenience</b>
<ul style="list-style-type: none"> <li>+ Adoption</li> <li>+ Back-up Care</li> <li>+ Before/After School Programs</li> <li>+ Center Day Care</li> <li>+ Family Day Care</li> <li>+ In-home Care/Nannies</li> <li>+ Pet Sitting/Kennels</li> <li>+ Sick/Back Care</li> <li>+ Summer Camps</li> <li>+ Tutoring</li> </ul>	<ul style="list-style-type: none"> <li>+ Assisted Living</li> <li>+ Caregiver Support</li> <li>+ Day/Respite Care</li> <li>+ Hospice Care</li> <li>+ Home Health</li> <li>+ Medicare/Medicaid</li> <li>+ Nutrition/Housing Services</li> <li>+ Social Security</li> <li>+ Transportation</li> <li>+ Recreation</li> <li>+ Retirement Facilities</li> </ul>	<ul style="list-style-type: none"> <li>+ Automobile Issues</li> <li>+ Child Custody/ Guardian</li> <li>+ Civil/Consumer Issues</li> <li>+ Criminal</li> <li>+ Domestic Violence</li> <li>+ Estate Planning</li> <li>+ Family Law</li> <li>+ Housing/Real Estate</li> <li>+ Immigration</li> <li>+ Separation/Divorce</li> <li>+ Small Claims Court Procedures</li> <li>+ Wills and Probate</li> </ul>	<ul style="list-style-type: none"> <li>+ Bankruptcy/ Foreclosure Prevention</li> <li>+ Budgeting</li> <li>+ College Planning</li> <li>+ Consumer Credit Counseling</li> <li>+ Debt Counseling</li> <li>+ Financial Planning</li> <li>+ Housing Education and Purchasing</li> <li>+ ID Theft Recovery</li> <li>+ IRS</li> <li>+ Retirement Planning</li> <li>+ Tax Consultation</li> </ul>	<ul style="list-style-type: none"> <li>+ Chores/House Cleaners</li> <li>+ Community Ed</li> <li>+ Fitness</li> <li>+ Home Repair</li> <li>+ Moving/ Relocation</li> <li>+ Organizer Services</li> <li>+ Pet Obedience Training</li> <li>+ Veterinarians</li> <li>+ Yoga Classes</li> </ul>

**EAP APP** – The Perspectives EAP APP, screenshot below, provides immediate assistance through a call button, the opportunity to initiate appointment scheduling, targeted content, self-guided help features and instant messaging capabilities with our EAP professionals.





## Perspectives WorkLife Online

*Perspectives WorkLife Online is a standard feature of our EAP services and incorporates many Health & Wellness, Child/Elder Care, Legal/Financial, Emotional Well Being and Workplace components. WorkLife Online is a valuable, educational and prevention-oriented resource. We provide WorkLife Online as a way to augment our phone and in-person counseling services, not as a substitute. It is provided in English and Spanish and can be tailored to City of Darien Police Department's logo/colors City of Darien Police Department's dedicated WorkLife Online Features Page includes an online EAP employee orientation video and over 60 interactive workplace tutorials called Skill Builders. The WorkLife Online Home Page has a monthly feature and webinar, as well as a current news section, which has features tips for prominent issues like hurricanes and the Equifax data breach. Below is a screen shot of Perspectives Online's Home Page.*



# Darien Police Department

## Monthly Report

October 2019



# **Calls for Service**

Due to a switch to a new software to manage Computer Aided Dispatch (CAD) we are unable to provide data regarding calls for service at this time.

# Crime Summary

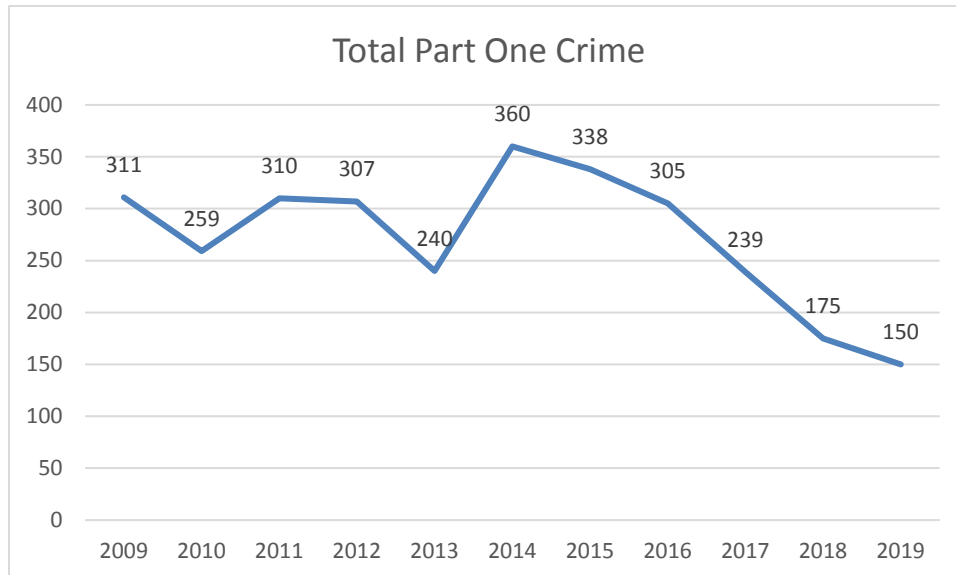
October 2019

## Part 1 Offenses

	<u>Oct 2019</u>	<u>Oct 2018</u>	<u>Oct 2014</u>	<u>Oct 2009</u>	<u>1 Year Change</u>	<u>5 Year Change</u>	<u>10 Year Change</u>	<u>Oct 2019</u>	<u>Oct 2018</u>	<u>Oct 2014</u>	<u>Oct 2009</u>	<u>1 Year Change</u>	<u>5 Year Change</u>	<u>10 Year Change</u>
Murder	1	0	0	0	0.0%	0.0%	0.0%	1	2	1	0	-50.0%	0.0%	0.0%
Sexual Assault	1	1	1	0	0.0%	0.0%	0.0%	4	12	2	3	-66.7%	100.0%	33.3%
Robbery	0	0	0	0	0.0%	0.0%	0.0%	1	1	3	2	0.0%	-66.7%	-50.0%
Assault & Battery	0	2	0	0	-100.0%	0.0%	0.0%	1	5	7	4	-80.0%	-85.7%	-75.0%
<b>Violent Crime</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>-33.3%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>7</b>	<b>20</b>	<b>13</b>	<b>9</b>	<b>-65.0%</b>	<b>-46.2%</b>	<b>-22.2%</b>
Burglary	1	2	6	3	-50.0%	-83.3%	-66.7%	26	18	40	52	44.4%	-35.0%	-50.0%
Theft	5	17	35	21	-70.6%	-85.7%	-76.2%	109	129	297	239	-15.5%	-63.3%	-54.4%
Motor Vehicle Theft	0	0	1	1	0.0%	-100.0%	-100.0%	8	6	5	7	33.3%	60.0%	14.3%
Arson	0	0	0	0	0.0%	0.0%	0.0%	0	2	5	4	-100.0%	-100.0%	-100.0%
<b>Property Crime</b>	<b>6</b>	<b>19</b>	<b>42</b>	<b>25</b>	<b>-68.4%</b>	<b>-85.7%</b>	<b>-76.0%</b>	<b>143</b>	<b>155</b>	<b>347</b>	<b>302</b>	<b>-7.7%</b>	<b>-58.8%</b>	<b>-52.6%</b>
<b>Part One Crime</b>	<b>8</b>	<b>22</b>	<b>43</b>	<b>25</b>	<b>-63.6%</b>	<b>-81.4%</b>	<b>-68.0%</b>	<b>150</b>	<b>175</b>	<b>360</b>	<b>311</b>	<b>-14.3%</b>	<b>-58.3%</b>	<b>-51.8%</b>

## Part 2 Offenses

	<u>Oct 2019</u>	<u>Oct 2018</u>	<u>Oct 2014</u>	<u>Oct 2009</u>	<u>1 Year Change</u>	<u>5 Year Change</u>	<u>10 Year Change</u>	<u>Oct 2019</u>	<u>Oct 2018</u>	<u>Oct 2014</u>	<u>Oct 2009</u>	<u>1 Year Change</u>	<u>5 Year Change</u>	<u>10 Year Change</u>
Assault	0	1	0	2	-100.0%	0.0%	-100.0%	4	4	0	6	0.0%	0.0%	-33.3%
Battery	4	0	0	4	0.0%	0.0%	0.0%	33	30	0	31	10.0%	0.0%	6.5%
Domestic Battery	7	6	0	0	16.7%	0.0%	0.0%	30	57	0	44	-47.4%	0.0%	-31.8%
Criminal Damage	1	4	0	16	-75.0%	0.0%	-93.8%	27	30	0	94	-10.0%	0.0%	-71.3%
Criminal Trespass	1	0	0	0	0.0%	0.0%	0.0%	12	7	0	5	71.4%	0.0%	140.0%
Disorderly Conduct	8	3	0	6	166.7%	0.0%	33.3%	37	38	0	38	-2.6%	0.0%	-2.6%



# Arrest Report

October 2019

## Part One Offenses

	<u>Oct</u> <u>2019</u>	<u>Oct</u> <u>2018</u>	<u>Oct</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Murder	1	0	0	0.0%	0.0%	1	0	0	0.0%	0.0%
Sexual Assault	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Robbery	0	0	0	0.0%	0.0%	0	0	2	0.0%	-100.0%
Assault & Battery	0	0	0	0.0%	0.0%	1	1	5	0.0%	-80.0%
<b>Violent Crime</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>2</b>	<b>1</b>	<b>7</b>	<b>100.0%</b>	<b>-71.4%</b>
Burglary	0	0	0	0.0%	0.0%	1	1	1	0.0%	0.0%
Theft	2	6	3	-66.7%	-33.3%	53	53	109	0.0%	-51.4%
Motor Vehicle Theft	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Arson	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
<b>Property Crime</b>	<b>2</b>	<b>6</b>	<b>3</b>	<b>-66.7%</b>	<b>-33.3%</b>	<b>54</b>	<b>54</b>	<b>110</b>	<b>0.0%</b>	<b>-50.9%</b>
<b>Part One Crime</b>	<b>3</b>	<b>6</b>	<b>3</b>	<b>-50.0%</b>	<b>0.0%</b>	<b>56</b>	<b>55</b>	<b>117</b>	<b>1.8%</b>	<b>-52.1%</b>

## Part Two Offenses

	<u>Oct</u> <u>2019</u>	<u>Oct</u> <u>2018</u>	<u>Oct</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Assault	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Battery	2	0	2	0.0%	0.0%	5	9	12	-44.4%	-58.3%
Domestic Battery	1	3	3	-66.7%	-66.7%	12	28	17	-57.1%	-29.4%
Criminal Damage	0	0	1	0.0%	-100.0%	5	4	6	25.0%	-16.7%
Criminal Trespass	1	0	0	0.0%	0.0%	8	2	1	300.0%	700.0%
Disorderly Conduct	7	3	0	133.3%	0.0%	17	29	14	-41.4%	21.4%
Alcohol Possession	0	0	1	0.0%	-100.0%	2	4	2	-50.0%	0.0%
Alcohol Consumption	0	0	0	0.0%	0.0%	6	8	8	-25.0%	-25.0%

# Arrest Report

October 2019

## Drug Related Offenses

	<u>Oct</u> <u>2019</u>	<u>Oct</u> <u>2018</u>	<u>Oct</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Cannabis	0	0	2	0.0%	-100.0%	0	2	25	-100.0%	-100.0%
Controlled Substance	0	2	0	-100.0%	0.0%	6	6	7	0.0%	-14.3%
Hypodermic Syringes	0	0	0	0.0%	0.0%	0	0	1	0.0%	-100.0%
Drug Paraphernalia	0	0	1	0.0%	-100.0%	0	1	19	-100.0%	-100.0%
Methamphetamine	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%

## Adult / Juvenile

	<u>Oct</u> <u>2019</u>	<u>Oct</u> <u>2018</u>	<u>Oct</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Adult	10	21	0	-52.4%	0.0%	143	260	34	-45.0%	320.6%
Juvenile	0	2	0	-100.0%	0.0%	16	38	4	-57.9%	300.0%

## Warrants

	<u>Oct</u> <u>2019</u>	<u>Oct</u> <u>2018</u>	<u>Oct</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Served	1	4	5	-75.0%	-80.0%	32	45	33	-28.9%	-3.0%

# Traffic Summary

October 2019

## Accidents

<b>Type of Accident</b>	<b><u>Oct</u> <u>2019</u></b>	<b><u>Oct</u> <u>2018</u></b>	<b><u>Percent</u> <u>Change</u></b>	<b><u>YTD</u> <u>2019</u></b>	<b><u>YTD</u> <u>2018</u></b>	<b><u>Percent</u> <u>Change</u></b>
Property Damage	41	46	-10.9%	436	468	-6.8%
Personal Injury	3	12	-75.0%	53	66	-19.7%
Fatal	0	0	0.0%	1	0	0.0%
<b>Total</b>	<b>44</b>	<b>58</b>	<b>-24.1%</b>	<b>490</b>	<b>534</b>	<b>-8.2%</b>
Fatalities	0	0	0.0%	1	0	0.0%
Hit & Run	6	10	-40.0%	60	73	-17.8%
Private Property	19	15	26.7%	179	179	0.0%
DUI	1	0	0.0%	4	1	300.0%

# Traffic Summary (continued)

October 2019

<b>Enforcement</b>						
	<u>Oct 2019</u>	<u>Oct 2018</u>	<u>Percent Change</u>	<u>YTD 2019</u>	<u>YTD 2018</u>	<u>Percent Change</u>
Traffic Stops	376	338	11.2%	3725	3201	16.4%
Moving Citation	125	100	25.0%	934	978	-4.5%
Moving Warning	150	140	7.1%	1523	1322	15.2%
<b>Total Moving</b>	<b>275</b>	<b>240</b>	<b>14.6%</b>	<b>2457</b>	<b>2300</b>	<b>6.8%</b>
Non-Moving Citation	55	76	-27.6%	649	628	3.3%
Non-Moving Warning	94	103	-8.7%	1172	855	37.1%
<b>Total Non-Moving</b>	<b>149</b>	<b>179</b>	<b>-16.8%</b>	<b>1821</b>	<b>1483</b>	<b>22.8%</b>
<b>Total Warning</b>	<b>244</b>	<b>243</b>	<b>0.4%</b>	<b>2695</b>	<b>2177</b>	<b>23.8%</b>
<b>Total Citations</b>	<b>180</b>	<b>176</b>	<b>2.3%</b>	<b>1583</b>	<b>1606</b>	<b>-1.4%</b>
<b>Total Enforcement Actions</b>	<b>424</b>	<b>419</b>	<b>1.2%</b>	<b>4278</b>	<b>3783</b>	<b>13.1%</b>
DUI Arrests	8	7	14.3%	56	66	-15.2%
<b>Category</b>						
Speed	185	138	34.1%	1621	1472	10.1%
Registration	43	45	-4.4%	548	455	20.4%
Traffic Sign or Signal	50	42	19.0%	354	395	-10.4%
Equipment	38	56	-32.1%	509	337	51.0%
Distracted Driving	20	17	17.6%	304	266	14.3%
Insurance	23	26	-11.5%	214	205	4.4%
Lane Violation	18	25	-28.0%	212	203	4.4%
License	16	19	-15.8%	186	149	24.8%
Signal	4	13	-69.2%	89	88	1.1%
Yield	4	5	-20.0%	53	48	10.4%
Seat Belt	2	5	-60.0%	25	48	-47.9%
Other	13	17	-23.5%	60	48	25.0%
Accident	7	10	-30.0%	89	48	85.4%
Parking	1	0	0.0%	9	14	-35.7%
Alcohol	0	1	-100.0%	2	7	-71.4%
Reckless	0	0	0.0%	3	0	0.0%