

VILLAGE OF DOWNERS GROVE
Report for the Village
7/16/2019

SUBJECT:	SUBMITTED BY:
Intergovernmental Agreement for the Downers Grove Regional Peer Jury Program	David Fieldman Village Manager

SYNOPSIS

A resolution has been prepared authorizing the execution of Intergovernmental Agreements between the Village and each of the following municipalities - Burr Ridge, Clarendon Hills, Darien, Hinsdale, Oak Brook and Willowbrook - for the continued operation of the Downers Grove Regional Peer Jury Program.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 includes *Exceptional Municipal Services*.

UPDATE & RECOMMENDATION

This item was discussed at the July 9, 2019 Village Council meeting. Staff recommends approval on the July 16, 2019 Consent Agenda.

FISCAL IMPACT

Program costs will be shared among participating municipalities on a cost per case basis. A portion of the costs are offset by offender fees of \$100 per case.

RECOMMENDATION**BACKGROUND**

As directed by the Village Council in July 2018, the Village has been operating a regional peer jury program on a 6-month trial basis (January through June). The Downers Grove Regional Peer Jury is a cooperative effort among Burr Ridge, Clarendon Hills, Darien, Downers Grove, Hinsdale, Oak Brook, & Willowbrook.

Peer Jury Program Performance

Downers Grove and the participating municipalities established an operating plan which outlined a set of objectives for the program to meet during the initial 6 months of the program. The Downers Grove Regional Peer Jury program was successful in meeting all of the objectives.

Operating Plan Objectives	Target	Actual
Number of Participating Municipalities	3 to 8	7
High Schools with Student Jurors	3 or more	8
Cases Processed	20 to 40	22
Expenses	Up to \$10,000	\$7,342

Summary of Program Usage			
Municipality	Peer Jurors	Cases Submitted	Offender Origin
Burr Ridge	2	2	1
Clarendon Hills	3	2	3
Darien	3	0	0
Downers Grove	16	14	3
Hinsdale	6	2	1
Oak Brook	2	2	1
Willowbrook	1	0	0
Non-Participants	3	0	13
Total	36	22	22

Budget Review

The Downers Grove Regional Peer Jury program completed the initial 6-month trial period under budget. The table below summarizes the expenses and revenues during the trial period. Program costs were shared among participating municipalities on a cost per case basis. Costs were offset by offender fees of \$100 per case (\$2,200 total).

Total Cost of Program	
Program Task	Costs

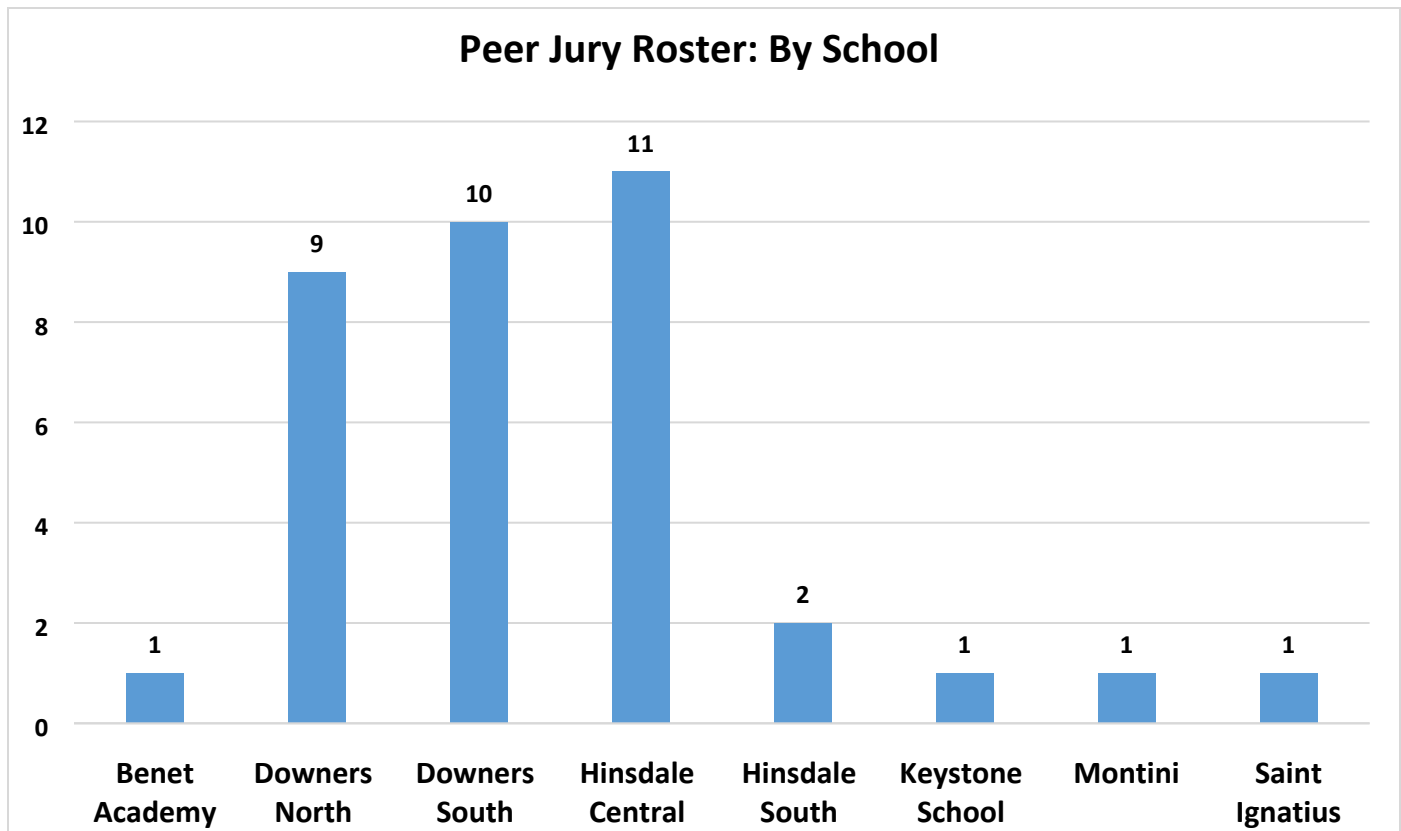
Startup Costs	\$4,632.43
Hearing Preparation	\$656.23
Conducting Hearings	\$2,053.07
Total Cost of Program	\$7,341.74
Offender Fees	-\$2,200.00
Net Cost of Program	\$5,141.74
Numbers of Cases	22
Net Cost per Case	\$233.72

Cases Handled

Twenty-two cases were handled during the trial period. Downers Grove submitted 14 cases (64%) with Burr Ridge, Clarendon Hills, Hinsdale and Oak Brook submitting two cases each (9%).

Peer Jury Roster

The Downers Grove Regional Peer Jury operated with 36 peer jurors from 8 high schools across 9 municipalities. To minimize costs and maximize efficiency, the jury pool for the trial period consisted only of students who previously participated in the Township program. This decision gave staff the opportunity to rapidly recruit peer jurors so that the program could begin in January 2019, and streamline the orientation process since all of the applicants have already received peer jury training through the Township.



Recommendations for a Permanent Peer Jury Program

The Village of Downers Grove met with representatives from Burr Ridge, Clarendon Hills, Darien, Hinsdale, Oak Brook, & Willowbrook after the 6-month period was complete to review the results of the peer jury program. Each municipality has communicated to Downers Grove that they had a positive experience with the program and would continue participating in the Downers Grove Regional Peer Jury program, should it continue.

Village staff recommends execution of the Intergovernmental Agreements with Burr Ridge, Clarendon Hills, Darien, Hinsdale, Oak Brook, & Willowbrook to continue operations for the Downers Grove Regional Peer Jury on a full time basis.

Staff recommends the program should operate as it did during the initial 6-month period, but with some recommended changes outlined below:

Recommended Changes	Impact
Limit the jury pool to a maximum of 52 roster spots	<ul style="list-style-type: none"> • Minimizes the cost of jury recruitment and orientation • Optimizes scheduling and coordination between Village staff and jurors • Ensures there are enough jurors to hold the hearings • Ensures all jurors can actively participate in the program

Municipalities receive a set number of roster spots, based on population	<ul style="list-style-type: none"> • Gives municipalities the opportunity to recruit and select set number of peer jurors for their community • Minimizes the cost of jury recruitment • Provides a jury roster with representation from each municipality
Reduce frequency of hearings from two times a month to one time a month	<ul style="list-style-type: none"> • Increases the probability that a full caseload will be scheduled each meeting • Increases scheduling flexibility - can quickly and easily schedule more meetings as caseload demands • Minimizes the cost of operating the program

History

The Downers Grove Township operated a peer jury program serving municipalities within the Township. While the program was successful, the Township reorganized its Human Services Department and suspended the peer jury program in July of 2017 due to budget cuts from the State of Illinois.

On February 20, 2018, the Village Council directed staff to prepare a report analyzing options for the Village to operate a peer jury program. The [Full Report](#) was presented to Council on July 17, 2018. Village Council directed staff to pursue creating a regional peer jury program with the following recommendations:

- The program should begin in January 2019
- The program should be operated by Village of Downers Grove staff
- The program should be subject to a 6-month performance review

ATTACHMENTS

Resolution
Agreement

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENTS
REGARDING THE PEER JURY PROGRAM**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of certain Intergovernmental Agreements (the "Agreements"), between the Village of Downers Grove ("Downers Grove") and the following municipalities - the Village of Hinsdale ("Hinsdale"), the Village of Burr Ridge ("Burr Ridge"), the Village of Clarendon Hills ("Clarendon Hills"), the City of Darien ("Darien"), the Village of Oak Brook ("Oak Brook") and the Village of Willowbrook ("Willowbrook"), jointly referred to as (the "Parties") for the peer jury program to enhance the restorative justice programs, as set forth in the form of the Agreements submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreements, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreements.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

**INTERGOVERNMENTAL AGREEMENT REGARDING
THE PEER JURY PROGRAM BETWEEN
THE VILLAGE OF DOWNERS GROVE AND MUNICIPALITY**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of _____, 2019, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as "Downers Grove"), and MUNICIPALITY, an Illinois municipal corporation (hereinafter referred to as "MUNICIPALITY"). Downers Grove and MUNICIPALITY are herein jointly referred to as the "Parties".

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, *et seq.*) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, Downers Grove and MUNICIPALITY are units of local government; and

WHEREAS, the Parties currently provide police services for their respective municipalities; and

WHEREAS, the Parties currently provide for restorative justice programs within their respective police departments; and

WHEREAS, the Parties have determined that there is a need for a peer jury program to enhance the restorative justice programs; and

WHEREAS, it is the desire of the Parties to enter into this Agreement and for Downers Grove to provide a peer jury program to MUNICIPALITY for its police department.

NOW, THEREFORE, pursuant to statutory authority, it is agreed by and among the Parties hereto as follows:

Section 1. Recitals Incorporated. The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth within this Section 1.

Section 2. Effective Date. This Agreement shall become effective August 1, 2019, and shall remain in effect unless terminated in accordance with the provisions of this Agreement.

Section 3. Services. Downers Grove, located at 801 Burlington Avenue, Downers Grove, IL shall provide a fully operational peer jury program that will be accessible to **MUNICIPALITY** for the adjudication of juvenile cases. Specifically, Downers Grove shall provide the following services:

- a. Maintain and train a jury pool consisting of area students;
- b. Provide a jury at each hearing;
- c. Assemble and distribute case information to the jury at each hearing;
- d. Schedule all hearings (both initial and return) at minimum once monthly;
- e. Provide a final case summary to each participating municipality;
- f. Administer and preside over all hearings;
- g. Provide security and bailiff services at all hearings;
- h. Maintain relationships with community service organizations to facilitate community service assignments;

Section 4. Participating Municipality Responsibilities. In order to participate in the peer jury program, **MUNICIPALITY** shall be responsible for:

- a. Determining which cases to forward to the peer jury program;
- b. Communicating with the offenders regarding case status;
- c. Contacting Downers Grove to schedule a hearing;
- d. Preparing and submitting to Downers Grove case summaries prior to the hearing date;
- e. Providing the agreed upon number of jurors from the participating municipality's jurisdiction;
- f. Collecting and remitting to Downers Grove the \$100 case fee prior to the scheduling of a hearing or submitting a deposit with the Village of Downers Grove to cover the cost of the case fee.

Section 5. Fees. Downers Grove will track all costs associated with operating the peer jury program. Net costs of the peer jury program (total cost minus the case fee revenue) will be shared by all participating municipalities on a cost per case basis. Each participating municipality will be responsible for paying its pro rata share of the peer jury program cost based upon the number of cases submitted to the peer jury program. Downers Grove will invoice each participating municipality for its pro rata share of the peer jury program. Payment in full shall be due thirty (30) days after invoicing.

Section 6. Termination. Either party may terminate this Agreement by providing at least thirty (30) days written notice to the other Party.

Section 7. Notices. Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

Downers Grove: Village Manager
801 Burlington Avenue
Downers Grove, IL 60515

With a copy to: Village Attorney
801 Burlington Avenue
Downers Grove, IL 60515

MUNICIPALITY: Village Manager

Section 8. Entire Agreement. The Agreement contains the entire agreement of the parties relating to the subject matter hereof, and except as provided herein, may not be modified or amended except by written agreement of the Parties.

Section 9. Governing Law and Venue. This Agreement shall be government by the laws of the State of Illinois, and venue shall be in the County of DuPage.

Section 10. Severability. If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

IN WITNESS WHEREOF, the Parties have executed this Agreement by the signatures of their respective officers as reflected on the dates set forth below.

Village of Downers Grove

By: _____
Village Manager

ATTEST:

Village Clerk

MUNICIPALITY

By: _____
Village Manager

ATTEST:

Village Clerk