

A Proposal To
THE ADMINISTRATIVE OFFICES OF THE NINETEENTH JUDICIAL COURT
OF LAKE COUNTY
DIVISION OF ADULT PROBATION SERVICES
DIVISION OF JUVENILE PROBATION AND DETENTION SERVICES

Administrative Offices
18 North County Street
Waukegan, Illinois 60085

TO OPERATE A COURT SERVICE SUPPORT PROGRAM

From

THE COLLEGE OF LAKE COUNTY, DISTRICT 532
An Illinois Public Two-Year Community College
Through Its
Community Programs Group
Judicial Services
19351 W. Washington Street
Grayslake, Illinois 60030
Phone 847-543-2101

July 1, 2019

I Purpose

- a. The purpose of this proposal is for the College of Lake County, Illinois District 532 (hereinafter referred to as "CLC") to serve as coordinator of Court Services Support for the Division of Adult Probation Services, Division of Juvenile Probation and Detention Services, and Division of Judicial Operations (hereinafter referred to as "the Court"). The CLC Court Services Coordinator will be responsible for the recruitment, training, programming, assignment and supervision of volunteers, as well as the maintenance of records relating to the volunteers. In addition, CLC will be responsible for the implementation of the educational component of volunteer programs, such as Group Reporting. The cases that the volunteers will work with will consist of non-violent offenders ranging in age from 9 years old and up. Males will comprise of approximately 85% of the population served.

II. Coordinator of Court Services Support Institutional Assurances

- a. The College of Lake County is a public two-year community college under the control of an elected Board of Trustees, whose operations are overseen by the Illinois Community College Board under the Illinois Board of Higher Education. CLC is a freestanding institution and not part of the State of Illinois or other local government except that it is a local community college district. It is, as designated by charter and statute, a not-for-profit organization.

III. Coordinator of Court Services Support Program Curriculum and Instruction Particulars and Assurances

- a. During the performance of the contract CLC shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall CLC discriminate unlawfully against any employee of applicant of employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical conditions, marital status, age or sexual orientation, veteran status, socio-economic status and any other protected classification. CLC ensures the evaluation and treatment of employees and applicants for employment are free of such discrimination. CLC is an equal opportunity/affirmative action college.

IV. Concerning Court Services Coordinator, it is proposed:

- a. Coordinator will recruit, provide training, conduct background checks and verify that the volunteer applicant is appropriate for assignment.
- b. Develop and implement such programs as Group Reporting and other programs as deemed necessary by the Court.

- c. Develop and coordinate room usage schedules, utilizing CLC campuses as agreed and available.
- d. Act as on-site coordinator for Group Reporting sessions and other programs as necessary.
- e. Acquire appropriate presenters for Group Reporting sessions in accordance to the speaker guidelines determined by Adult Services and Juvenile Probation and Detention Services.
- f. Maintain schedule of volunteers and presenters for Group Reporting and other programs.
- g. Work with Juvenile Probation and Detention Services to determine appropriate volunteers and activities for Juvenile Probation and Detention Services.
- h. Maintain accurate records of volunteers, facility usage and probation activity schedules.
- i. Act as liaison for CLC, volunteers and Adult and Juvenile Probation Services for all programs.

V. Concerning Court Services Support Volunteers, it is proposed that:

- a. Volunteers will be recruited and retained based on CLC's high standards for knowledge and experience. They will be well organized, enthusiastic, dependable, flexible, friendly, patient, optimistic, interested in and respectful of others. They will have good basic communication skills and a successful positive attitude toward working and assisting people on probation.
- b. Volunteers will be recruited from CLC's Criminal Justice Department, Social Sciences and Human Services Department, and the community. Bilingual volunteers will be recruited for Spanish speaking clients.
- c. All volunteers will be subject to a background check, administered by CLC or other Court designee prior to starting as a volunteer.
- d. Volunteers will complete a training course that will assist in imparting basic social work principles and values that will enable the volunteers to draw upon their background and experience to establish rapport with the client.
- e. Volunteers will be provided in-service training on a regular basis by CLC assuring the maintenance of skills required for successful performance. This training shall include, but not limited to, information and materials relative to statistics concerning recidivism rate of probationers and techniques volunteers might utilize to help the client satisfactorily complete their probation and not become a repeat offender. The training goal is to enhance the volunteer's role in assisting the probation officer.

VI. Volunteer's responsibilities shall include:

- a. Creating an environment where clients will have a positive experience and develop a positive self- concept.
- b. Attending volunteer assignment sessions and meetings according to schedule.

- c. Maintaining strict confidentiality of all records and information provided through this program.
- d. To be well prepared for each meeting.
- e. To attend In-Service training.

VII. Court Services Support Coordinator Operational Particulars and Assurances

- a. A central administrative office is in place and staffed at an appropriate location to facilitate supervision, accessibility by students/clients, facilitation of information exchange, and general problem solving. This office will be open Monday through Friday from 8:30 a.m. to 5:00 p.m. except on days, in accordance to CLC's holiday schedule. Additionally, the office will provide and operate a bilingual telephone information service in English and in Spanish, to answer questions and resolve concerns and problems during normal business hours.
- b. All volunteers will be screened, trained, monitored and evaluated by CLC.

VIII. Concerning registration and record keeping it is proposed that:

- a. A computer system, located on the CLC campus, will serve as the central data management center. All required data, necessary for the operation of the volunteer program and for reporting purposes will be maintained by CLC.
- b. Upon the termination of this contract the full and complete volunteer database, provided none of the volunteers object, shall be made available to Court personnel designated by the Chief Judge of the Court or transferred to a designated contractor or the Court. Volunteers will be queried for objections before termination of the contract.
- c. A series of reports will be promptly and regularly communicated to designated Court personnel including; expenditures for Court Services Support program operations, and other appropriate reports made for the purpose of maintaining an excellent program and complying with the requirements of the Court Services Division.
- d. All data related to the Court Services Support Program shall be maintained in a safe, secure and confidential manner as required by law as it applies to the personal records of volunteers and clients. Only individuals identified by the Court and employees of CLC shall have access to the data files. Any additional use of the data shall only be by written permission of the Chief Judge of the Court unless any data is subject to disclosure pursuant to the Illinois Freedom of Information Act or any other such applicable law.
- e. As a matter of quality control, the Court Service Support Program office will assist volunteers regarding the correctness of records and assure the correct transmittal of records to the appropriate Court Services personnel.

- f. An annual audit of all receipts, expenditures, and certificates will be provided by a Certified Public Accountant. This audit shall be part of the routine audit conducted at CLC annually based on the College's fiscal year of July 1 to June 30 and made available to the Court upon the request of the Chief Judge.

IX. Volunteer Coordinator Program Quality Control Particulars and Assurances

- a. CLC, as a community college, assures that it is capable of designing, creating and operating the Court Services Support Program. As evidence, CLC has been operating the Court Services Support Program since August 1, 1996, Family Parenting since July 1, 1995 and the Driver Safety Program since July 1, 1991. In addition, CLC routinely conducts in excess of 26,000 registrations annually for credit students, conducts classes in five locations daily and serves the comprehensive educational needs of a minimum 12,000 credit students per semester, excluding summer. Through its Community Programs Group that consists of Personal Enrichment and Judicial Services, more than 20,000 persons register for and participate in non-credit evidence based learning, personal enrichment programs, classes, experiences, trips, tours and academic enrichment for youth. The community programs group administers this contract.
- b. Client complaints relative to any impropriety by the volunteer will be investigated by CLC and a report filed with the complaint explaining CLC's findings and response shall be given to Court Services. If Court Services does not agree with CLC's findings of their response, CLC will conform to the Court Services wishes.
- c. The CLC will meet the rules and requirements of the Court Services Division with respect to conducting the Volunteer program.
- d. Additional warranties, including hold harmless provisions (see Appendix I) are here included in this contract proposal and are assured.

X. Supplementary Services

- a. CLC will work with the Volunteer advisory committee on an ad hoc basis to plan programs, events and other activities to meet the needs of Court Services.
- b. CLC will coordinate and make all necessary arrangements for the annual Volunteer Appreciation reception or dinner.
- c. CLC will provide facility space for Court Services Anger Management program meetings.

XI. Costs

- a. The following describes the costs, claims and fund transfer agreements required by and made to the College of Lake County for the proposed services.

- b. During the length of this contract, the Court agrees to reimburse the CLC for the expenses incurred annually in the provision of this position.
- c. The Court Services Program contract fee is determined by the cost of the personnel to run the program and expenditures incurred each program year. This fee may be paid in semi-annually assessments due on November 1 and May 30 of each respective year or it may be paid in one lump sum on July 1 of each CLC fiscal year of July 1 to June 30.
- d. CLC may propose an increase in fees to reflect higher operating costs at the beginning of each year of the contract. The proposed scheduled fees are outlined in Appendix III and subject to review before the beginning of each CLC fiscal year. This increase will be negotiable.

XII. Memorandum of Understanding

- a. The following items concern the administration of this contract proposal.
- b. This proposal becomes a contract upon the signatures of designated officials representing each party.
- c. The effective beginning date of this contract shall be July 1, 2019.
- d. This proposal expires on June 30, 2024.
- e. In the event the Court is desirous of continuing the Court Services Program with a vendor other than CLC, CLC shall be offered in writing and given the right of "first refusal" to continue the operation of the program under the minimum terms that would be offered to and accepted by the successor vendor. The Court shall send by registered mail or hand delivery, notice of its intent to change vendors and CLC shall have 14 days thereafter to respond in writing in the same manner of service. In the event CLC does not act or elects not to accept the terms and conditions within the time noted, the Court shall be free to contract with other vendors at its discretion.

XIII. Termination of Contract

- a. Notwithstanding XII (d) above, either party reserves the right to terminate this agreement, or any part of this agreement, upon one hundred and twenty (120) days written notice.
- b. In case of such termination, the Provider shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this agreement.

This proposal is offered by



Lori Suddick, Ed.D.
President
College of Lake County

On this day 7.2.19

This proposal is accepted by



Danny Davis
Executive Director
19th Judicial Circuit Court of Illinois
On this

7/31/19
(Date of acceptance)

[Handwritten signature]

P.T.S.T

APPENDIX I

WARRANTIES

The College of Lake County further warrants and agrees as follows:

1. We certify that we meet all federal, state and local standards relating to the service provided under this statement.
2. We agree to deliver services as described.
3. Lake County, the Circuit Court of Lake County, the Clerk of the Court, and the State of Illinois assume no liability for our acts or omissions under this agreement or for the acts or omissions of our agents, employees, principals, contractors or subcontractors. We agree to hold harmless and indemnify Lake County, the Circuit Court, the Clerk of the Court, and the State of Illinois against any and all liability, loss, damage, cost or expenses, including but not limited to the cost of defense, arising from wrongful or negligent acts or omissions of ours, or our principals, agents, employees, contractors or subcontractors, which Lake County or the Circuit Court or Circuit Clerk of Lake County may sustain, incur or be required to pay as a result of our performance under this agreement.
4. We agree that we are expressly prohibited from obtaining, or attempting to obtain, additional payments from recipients or any other person for services for which payment is made under this agreement unless otherwise set forth in this agreement.
5. We certify that we have not been charged with or convicted of bribery or attempting to bribe an officer or employee of Lake County, the State of Illinois or other jurisdiction nor have we made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, employee of ours been so convicted nor made such admission of bribery on behalf of us or pursuant to the direction or authorization of a responsible official of ours.
6. We agree that if any of our officers, board members, management or employees working within the Judicial Services Office is under supervision as a criminal offender by federal, state or local government, probation, parole or prison authorities we will notify the Office of the Chief Judge of Lake County of such status.

APPENDIX II

**STATE OF ILLINOIS
REQUIRED CERTIFICATIONS**

The Vendor makes the following certifications as a condition of this Maintenance Agreement. These certifications are in addition to any other certification in this Maintenance Agreement. Vendor's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

Applicable Law. The Vendor agrees to comply with all applicable provisions of federal, state, and local law in the performance of its obligations pursuant to this Maintenance Agreement.

Subject to Appropriations. The Vendor understands and agrees that obligations of the State will cease immediately without penalty or further payment being required in any fiscal year for which the Illinois General Assembly or the Governor fails to make an appropriation sufficient to fund this agreement.

Bribery. The Vendor certifies that it is not barred from being awarded a Contract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5).

Bid Rigging/Bid Rotating. The Vendor certifies that it is not barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 relating to bid rigging and bid rotating (720 ILCS 5/33 E-3 and E-4).

Felony Conviction. The Vendor certifies that it is not prohibited under Section 50-10 of the Illinois Procurement Code from doing business with the State of Illinois or any State agency as the result of a felony conviction (30 ILCS 500/50-10).

International Anti-Boycott. The Vendor certifies that neither the Vendor nor any substantially owned affiliated company of the Vendor is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582/1 et seq.).

Drug Free Workplace Act. The Vendor certifies that it is in compliance with the applicable provisions of the Drug Free Workplace Act (30 ILCS 580/1 et seq.) with respect to providing a drug free workplace.

Default on Educational Loan. The Vendor certifies that it is not in default on an educational loan, as provided in the Educational Loan Default Act (5 ILCS 385/1 et seq.).

Conflicts of Interest. The Vendor covenants that it has disclosed, and agrees it is under a continuing obligation to disclose to the Illinois Board of Higher Education, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest under Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or which may conflict in any manner with the Vendor's obligations under this agreement. Vendor further covenants that it shall not employ any person with a conflict to perform under this agreement. Vendor further covenants that no person has an interest in Vendor or in this agreement that would violate Illinois law, including 30 ILCS 500/50-13.

Non-Discrimination. The Vendor certifies that it is in compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, Section 504 of the Federal

Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and further ensures that it does not unlawfully discriminate in employment, contracts, or any other activity.

Discriminatory Club Dues. The Vendor certifies that it is not barred from receiving any Contract from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of dues or fees to any club, which unlawfully discriminates (775 ILCS 25/0.01 et seq.).

Equal Employment Opportunities—Affirmative Action/Sexual Harassment. The Vendor certifies that it is in compliance with the Illinois Department of Human Rights Act (775 ILCS 5/2-105 (A)) and rules applicable to public contracts, including equal employment opportunity and affirmative action, refraining from unlawful discrimination, and having written sexual harassment policies.

APPENDIX III

Proposed Schedule of Expenditures

**Court Services Support Contract
CLC Fiscal Year July 1 to June 30**

	FY20	FY21	FY22	FY23	FY24
Coordinator – Nick Corpolongo*	41,328	42,155	42,998	43,858	44,735
Medical Insurance**	11,501	11,382	11,724	12,075	12,438
Dental Insurance**	470	474	479	484	489
Life Insurance**	169	170	171	172	173
LTD Insurance**	92	96	98	100	102
SURS Contribution (Salary plus Flex benefits) @10.75%*	5,070	5,172	5,275	5,381	5,488
**Medicare Contribution	780	811	844	877	912
*Workers Comp Insurance	187	195	202	211	219
**Unemployment Insurance	29	30	31	33	34
* Based on 4% increase					
** Based 2 % increase/year					
+ This benefit would not be available to a new employee					
With Salary and Flex	53,560	54,277	55,470	56,689	57,937
With Full Institutional Benefits	59,596	60,485	61,822	63,191	64,590
 Budgeted Expenditures**					
Other Contractual	4,700	4,794	4,890	4,988	5,088
Office Operations	150	160	170	180	190
Conference and meeting expense	3,400	3,400	3,500	3,600	3,700
Travel	1,550	1,581	1,613	1,645	1,678
**With 2% yearly increase					
 Total Expenditures	9,800	9,935	10,173	10,413	10,656
Total costs for program	69,396	70,420	71,995	73,604	75,246