

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE SANGAMON COUNTY SHERIFF’S OFFICE, THE SANGAMON COUNTY
CENTRAL DISPATCH SYSTEM, AND SANGAMON COUNTY
DEPARTMENT OF JUSTICE NUMBERS 171-24-16 AND 204-24-142

I. BACKGROUND

1. This Memorandum of Agreement (Agreement) is entered into by and among the United States of America and the Sangamon County Sheriff’s Office (SCSO), the Sangamon County Central Dispatch System (SCCDS), and Sangamon County, Illinois (the County) (collectively, the Parties).
2. The United States Department of Justice (Department) is responsible for administering and enforcing Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C §§ 2000d-2000d-7, the nondiscrimination provision of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act), 34 U.S.C. § 10228(c)(1), and Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12134.
3. Title VI prohibits law enforcement agencies and other entities that receive federal financial assistance from conducting their programs or activities in a manner that discriminates on the basis of race, color, or national origin.
4. The Safe Streets Act prohibits discrimination on the basis of race, color, national origin, sex, or religion by law enforcement agencies that receive specified law enforcement assistance funds from the Department.
5. Title II of the ADA prohibits discrimination on the basis of disability in the services, programs, or activities of a public entity. Public entities must make reasonable modifications in policies, practices, or procedures when necessary to avoid discrimination on the basis of disability.
6. The Department has jurisdiction to investigate SCSO and, where appropriate, negotiate and secure voluntary compliance because SCSO is a recipient of federal financial assistance from the Department, including Safe Streets Act funds.
7. SCSO, SCCDS, and the County are public entities under the ADA, 42 U.S.C. § 12131(1), and therefore are subject to Title II’s requirements.
8. The Department initiated this matter based on complaints and reports about an SCSO deputy’s fatal shooting of Sonya Massey, a Black woman experiencing a mental health crisis, while responding to Ms. Massey’s 911 call for help.
9. SCSO and the County took steps to address the issues raised after the fatal shooting of Ms. Massey by terminating the employment of the SCSO deputy and forming the Massey Commission for Sangamon County. SCSO, SCCDS, and the County have

cooperated during the Department's review and are committed to transparency, accountability, and adherence to federal nondiscrimination requirements. The voluntary compliance framework of Title VI, the Safe Streets Act, and Title II of the ADA provides the Department with the flexibility to support state and local law enforcement recipients and public entities as they implement practices designed to ensure nondiscrimination. This Agreement seeks to ensure that SCSO effectively engages with the community and conducts its policing activities in a nondiscriminatory manner and that the County and SCCDS provide dispatch services in a nondiscriminatory manner.

10. The Department has not made a finding that SCSO, SCCDS and the County have provided services in a discriminatory manner. By entering into this Agreement, the Parties agree that SCSO, SCCDS and the County are not admitting any liability under Title VI, the Safe Streets Act, or the ADA. In addition, SCSO, SCCDS and the County state that they have complied fully at all times with Title VI, the Safe Streets Act, and the ADA and that they will continue to do so.
11. The Parties agree that it is in the Parties' best interests, and the Department believes it is in the public interest, to resolve this matter by entering into this Agreement.

II. SPECIFIC TERMS

12. Compliance: SCSO, SCCDS, and the County affirm their commitment to complying with the requirements of Title VI and its implementing regulation, the Safe Streets Act and its implementing regulation, and Title II of the ADA and its implementing regulation.
13. Definition - "Mobile Crisis Teams": Includes trained behavioral health staff, who are not law enforcement officers, who respond to individuals in need of behavioral health assistance wherever the person is located. The team can resolve the immediate need and connect the person with ongoing behavioral health services as appropriate.
14. Responding to and Interacting with Persons with Behavioral Health or Other Disabilities:
 - i) *Mobile crisis teams*: SCSO will continue to work with Memorial Behavioral Health and other community partners to provide mobile crisis team services, which include trained behavioral health staff who timely respond to individuals experiencing behavioral health crises wherever the person is located. These services will include:
 - (1) mobile crisis teams that can be deployed to a range of calls where law enforcement may not be needed, or where a coordinated joint response between behavioral health professionals and law enforcement is appropriate; and
 - (2) a partnership with behavioral health professionals to coordinate a behavioral health response when SCSO deputies respond to a call and then identify that behavioral health services may be needed.
 - ii) *Processing 911 Calls*: SCCDS will continue to participate and cooperate with the implementation of the Community Emergency Services and Supports Act (CESSA). CESSA is Illinois legislation that mandates changes to how "emergency response

operators” dispatch behavioral health services. SCCDS will work to develop and implement policies, rules, or procedures for SCCDS processing of 911 calls involving individuals with behavioral health disabilities or individuals experiencing a behavioral health crisis. The policies, rules, or procedures will comply with CESSA mandates, as well as the ADA, and may provide that:

- (1) SCCDS will use consistent, systematized processes to identify call types associated with behavioral health needs and ensure that all behavioral health-related calls are appropriately coded;
- (2) SCCDS will have access to behavioral health professionals to help identify and dispatch the most behavioral health-involved and least police- involved response appropriate to behavioral health calls, consistent with public safety;
- (3) The County and SCCDS will coordinate and share information with behavioral health and law enforcement response systems, with appropriate privacy safeguards in place, to identify frequent utilizers of services and connect them with ongoing behavioral health services;
- (4) Responders will be notified, if the information is available, when they are being deployed to behavioral health-related calls; and
- (5) The County and SCCDS will continue to partner with the operator of 988 to enhance coordination between 988 and 911.

15. SCSO Policing Policies, Rules, and Procedures: SCSO will review and, as appropriate, update policies, rules, and procedures pertaining to nondiscriminatory policing; use of force; de-escalation; affirmative duty to intervene; affirmative duty to render aid; and interactions with individuals with behavioral health disabilities during all law enforcement activities to ensure they comply with Title VI, the Safe Streets Act, and the ADA.

16. Departmental Review of Policies, Rules, and Procedures: SCSO and SCCDS will submit all policies, rules, or procedures updated under paragraphs 14 and 15 to the Department for review and consultation within 180 days of the Effective Date. SCSO and SCCDS will consider the Department’s input and determine whether any further updates are necessary prior to adopting and implementing the policies, rules, or procedures. If SCSO and SCCDS disagrees with any of the Department’s comments, the Parties will work together in good faith to discuss these concerns and will try to reach agreement on the proposed revisions. SCSO and SCCDS will adopt and implement any updated policies, rules, and procedures, and distribute a copy to all relevant personnel within one year of the Effective Date. In addition, SCSO and SCCDS will disseminate these policies, rules, and procedures to all new personnel.

17. SCSO Community Engagement: SCSO may coordinate with the Department to develop a Community Engagement Plan. The Community Engagement Plan may include, among other things:

- i) concrete steps to constructively engage with the community to ensure collaborative problem-solving and compliance with Title VI, the Safe Streets Act, and the ADA in policing, as well as to increase transparency and community confidence;
- ii) community outreach procedures to improve transparency and educate the public regarding SCSO’s duties and responsibilities and how community members can file

complaints; and

- iii) regular public reporting of calls for service, investigations, and enforcement activities, including the number of Title VI, Safe Streets Act, or ADA complaints received and resolved.

18. SCCDS and SCSO Training:

- i) SCCDS will provide training on the policies described in paragraph 14(ii) to all SCCDS call takers. The training will cover topics such as identifying individuals experiencing a behavioral health crisis; information to gather when the call-taker suspects that the call involves an individual experiencing a behavioral health crisis and how to relay that to the responder; de-escalation techniques; suicide intervention by phone; when and how to contact a mobile crisis team to assist or independently handle the response; and available community behavioral health resources. SCCDS will consult with the Department on a training provider by sending the Department the name, qualifications, resume, and contact information of the individuals or organization to conduct the training within 180 days of the Effective Date so that the Department may provide feedback to SCCDS. SCCDS and the Department will work in good faith to attempt to agree on the identity of a qualified trainer. SCCDS will provide the training within 180 days of the Effective Date. SCCDS will provide the training at least once annually throughout the term of this Agreement. SCCDS will train all newly hired call takers within 30 days of the date of hire or retention.
- ii) SCSO will provide training on Title II of the ADA to all SCSO personnel who interact with members of the public. The training will include best practices for how to recognize common characteristics and behaviors associated with behavioral health disabilities, intellectual and developmental disabilities, or a behavioral health crisis when responding to a call, as well as the circumstances in which law enforcement personnel should contact a mobile crisis team to assist or independently handle the response. The training will also cover topics such as how individuals in a behavioral health crisis should be addressed if mobile crisis teams are not immediately available or the situation requires law enforcement, de-escalation techniques, when and how to make reasonable modifications for individuals with disabilities, and available community behavioral health resources. SCSO will also provide Illinois Law Enforcement Training and Standards Board certified training to SCSO sworn personnel on nondiscrimination in policing, including selective enforcement or non-enforcement of the law. SCSO will consult with the Department on training providers by sending the Department the name, qualifications, resume, and contact information of the individuals or organization to conduct the trainings within 180 days of the Effective Date so that the Department may provide feedback to SCSO. SCSO and the Department will work in good faith to attempt to agree on the identity of a qualified trainer. SCSO will provide the training within 180 days of the Effective Date and will provide the training at least once annually throughout the term of this Agreement. SCSO will provide the required training to all newly hired law enforcement personnel who interact with members of the public and sworn personnel within 60 days of the date of hire or retention.

19. SCSO Recruitment and Hiring: SCSO is committed to attracting and retaining a high-

quality workforce that does not engage in unlawful discrimination. SCSO will review and, as appropriate, update its recruitment and hiring policies, rules, and procedures to reflect that commitment.

20. Massey Commission for Sangamon County Recommendations: SCSO, SCCDS, and the County will review any recommendations from the Massey Commission for Sangamon County and will work collaboratively to incorporate recommendations from the Massey Commission for Sangamon County into their policies, rules, procedures, practices, or training, as appropriate.
21. Review of Data Collection and Analysis Protocols: SCSO will assess, and if necessary, improve upon, the accuracy and reliability of its current processes for collecting and analyzing demographic data when conducting enforcement.
22. SCSO Complaint Reviews:
 - i) *ADA*: Within 90 days of the Effective Date of this Agreement, SCSO will designate one individual to review any written or oral complaint, charge, lawsuit, or other allegation made by, or on behalf of, a person with a disability, alleging noncompliance with, or alleging any actions that would be prohibited by, Title II of the ADA or this Agreement. The designated individual will be trained in and knowledgeable about Title II of the ADA and the terms of this Agreement, and will investigate any complaint that SCSO receives alleging that a person with a disability was discriminated against during a law enforcement interaction.
 - ii) *Title VI and Safe Streets Act*: Within 90 days of the Effective Date of this Agreement, SCSO will designate one individual to review any written or oral complaint, charge, lawsuit, or other allegation made by, or on behalf of, a person, alleging noncompliance with, or alleging any actions that would be prohibited by, Title VI, the Safe Streets Act, or this Agreement. The designated individual will be trained in and knowledgeable about Title VI and the Safe Streets Act, as well as the terms of this Agreement, and will investigate any complaint that SCSO receives alleging that any individual was discriminated against in violation of Title VI or the Safe Streets Act during a law enforcement activity.
 - iii) Allegations shall be promptly reviewed, investigated, and addressed by appropriate action and the results of the review provided in a timely manner to the complainant.
23. Reporting Requirements: Every 180 days from the Effective Date, SCSO, SCCDS, and the County will provide a written report to the Department which includes:
 - i) Information about complaints received under paragraph 22;
 - ii) Information about the training required by paragraph 18; and
 - iii) Other steps taken during the last 180 days to comply with this Agreement.
24. Cooperative Implementation of this Agreement: SCSO, SCCDS, and the County will work toward implementation of all the provisions of this Agreement within one year of the Effective Date. SCSO, SCCDS, and the County may request technical assistance from the Department on implementing this Agreement. If concerns arise regarding this Agreement, the Parties will meet and confer to attempt to resolve those concerns cooperatively.

III. GENERAL TERMS

25. The Effective Date of this Agreement is the date of the last signature below. Each party representative executing this Agreement certifies that they are authorized to enter into and consent to the terms of this Agreement and to legally bind their party to it. This Agreement may be executed in counterparts.
26. This Agreement is applicable to, and binding upon, the Parties, their principals, officers, agents, employees, administrators, representatives, assignees, successors, and all legal representatives thereof.
27. This Agreement may only be amended or modified in writing. SCSO, SCCDS, and the County may seek to modify this Agreement because of changed conditions that make performance impossible by notifying the Department in writing and setting forth the proposed modification and the facts to support it. Until the Department agrees to the modification in writing, no modification will take effect. The Department's agreement will not be unreasonably withheld.
28. Any timelines for performance fixed by, or under, this Agreement may be modified by the mutual written agreement of the Parties.
29. This Agreement resolves this Title VI, Safe Streets Act, and Title II of the ADA investigation and is limited to the facts and issues presented during this investigation. This Agreement neither affects SCSO, SCCDS, or the County's continuing obligation to comply with Title VI, the Safe Streets Act, and the ADA, nor precludes the Department from taking appropriate action to evaluate SCSO, SCCDS, or the County's compliance with any laws or regulations enforced by the Department.
30. SCSO, SCCDS, and the County will not threaten, coerce, discriminate, or take other adverse actions against any individual for the purpose of interfering with any right or privilege secured by Title VI, including because that individual has made a complaint, testified, assisted, or participated in any way in a Title VI investigation.
31. This Agreement does not bar any individual from pursuing a Title VI, Safe Streets Act, or ADA complaint, or any other action allowed by law, against SCSO, SCCDS, or the County.
32. If the Department believes that the County, SCSO, or SCCDS have failed to comply with any requirement of this Agreement, the Department will so notify the County, SCSO, or SCCDS in writing and will attempt to resolve the issue in good faith. If, during this Agreement, the Department determines that SCSO, SCCDS, or the County have not complied with the terms of the Agreement, the Department will provide SCSO, SCCDS, or the County written notice of the noncompliance and the Parties will attempt to resolve the issue(s) in good faith.
33. Failure by the Department to enforce this entire Agreement, or any provision thereof with regard to any deadline or any other provision herein, will not be construed as a waiver of the Department's right to enforce the deadlines and provisions of this Agreement.
34. The provisions herein constitute the entire agreement and no other statement or promise, either written or oral, made by either Party or agents of either Party regarding the matters raised herein, that is not contained or referred to in this Agreement, will be

enforceable.

35. Entry into this Agreement is not an admission by SCSO, SCCDS, the County, or any officer or employee of any entity that they have engaged in any unconstitutional, illegal, or improper activities or conduct.
36. This Agreement is a public document that will be posted in a conspicuous location on the County's public website for the duration of the Agreement and provided to any individual who requests a copy.
37. This Agreement will terminate two years from the Effective Date.

January 16, 2025

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