

KEY BRIDGE FOUNDATION ADA MEDIATION PROGRAM

RESOLUTION AGREEMENT

This agreement of complaint #21DRS-09-08 2IL362 is entered into by the parties, Mary Bailey (complainant) and the Town of Normal, Illinois (respondent) to settle the above-referenced complaint. Ms. Bailey and the Town of Normal agree that this document represents their mutual agreement about how they will resolve their differences. Further, this agreement constitutes a full, complete, and final settlement of all claims identified in the complaint by the complainant.

The mediation participants agree that the rules to mediate and contract to mediate are incorporated by reference in this agreement.

The complaint arose when Normal Police Department ("NPD") officers went to Ms. Bailey's house on June 4, 2020 to question her and Mr. Cornelius Prince regarding alleged events on May 31, 2020. Both Ms. Bailey and Mr. Prince's primary means of communication is American Sign Language. At the house and after they were taken to the NPD for further questioning no qualified interpreter was provided and Ms. Bailey's daughter was asked to interpret. Ms. Bailey and Mr. Prince were later transferred to the McLean County jail.

No other terms to this agreement, written or oral, exist aside from the text of this agreement. The parties are entering into this agreement without any admission of discrimination, or any other unlawful acts.

NOW THEREFORE, the Parties agree as follows:

I. Main Issues Discussed in Mediation

1. Ms. Bailey and Mr. Prince's experience at Ms. Bailey's home, at NPD and at the McLean County Jail.
2. McLean County Jail being under the jurisdiction of McLean County.
3. NPD's desire to implement a policy to ensure effective communication for deaf and hearing-impaired persons.

II. Respondent's Obligations

1. Respondent agrees to implement a policy to provide increased resources for communication for deaf and hearing-impaired persons in compliance with the ADA.
2. Respondent agrees to pay Ms. Bailey \$2000.00.
3. Respondents' obligations in Paragraph 1 will be implemented no later than 21 days after this agreement is fully executed. Respondent's obligation under Paragraph 2 will be implemented within 21 days after Complainant delivers to Respondent an executed release as set forth under Exhibit A.

III. Complainant's Obligations

1. Ms. Bailey agrees to sign the Release Agreement attached as Exhibit A.
2. Ms. Bailey agrees to notify the mediator after she has received the payment referenced in paragraph 2 of the Agreement.

IV. Joint Obligations

The Parties agree that this agreement is confidential and agree that its terms shall not be disclosed to anyone other than the Key Bridge Foundation and anyone who must help carry out its implementation and except as required by law. The fact that the participants used mediation to resolve the complaint is not bound by any confidentiality agreement unless the participants decide to the contrary.

The Parties agree to cooperate to implement this agreement. They further agree to abide by its terms. Any concerns about the implementation of the agreement should be communicated to the mediator or the Key Bridge Foundation. The Agreement is executed and fulfilled upon the signatures of all parties.

V. Legal Review of Agreement

Complainant and respondent acknowledge that they have been advised to consult with an attorney or advocate prior to entering into this agreement. Each mediation participant will be given a reasonable period of time to decide whether the agreement terms sufficiently address the complaint filed with the U.S. Department of Justice.

VI. Conditions for Implementation of Agreement

Complainant and respondent agree that the complainant must indicate to the mediator his or her satisfaction with the implementation of parts of the agreement. The parties agree that this Agreement has been fully implanted upon signatures. They further agree that if all or part of the agreement is not implemented, the mediator will be contacted to continue mediation for the purpose of resolving any remaining issues. In the instance whereby both parties are not in agreement that the mediation should continue, and the conditions of the agreement are not implemented within a reasonable time period, the mediator will notify the Key Bridge Foundation. The Key Bridge Foundation will subsequently notify the U.S. Department of Justice that the case will be returned.

5 ILCS 140/7(b) Signature(s) (Mary Bailey) 5-25-22
Name of Complainant (print and sign) Date

TOWN OF NORMAL
Name of Respondent (print and sign) Date

Pamela Reece 7/19/22
PAMELA REECE, CITY MANAGER
Name of Respondent's Representative (print and sign) Date

EXHIBIT A

RELEASE OF CLAIMS

For and in consideration of the acceptance of the relief offered to me by the Town of Normal (the "Town") pursuant to the Settlement Agreement between myself and the Town in the matter of complaint #21DRS-09-08 2IL362:

1. I, Mary Bailey, release and discharge the Town of Normal, the Town of Normal Police Department, and their current, former, and future agents, employees, officials, and designees, of and from all legal and equitable claims under the Americans with Disabilities Act, the Illinois Human Rights Act, and/or any other federal, state, or local statute, law, ordinance or regulation related to the events that occurred on June 4, 2020, involving my questioning, arrest, and detention by the Normal Police Department on that date. Excluded from this release are any claims or rights that cannot be waived by law. I am waiving, however, any right to monetary recovery should any commission or agency pursue any claim on my behalf relating to the events that occurred on June 4, 2020, involving my questioning, arrest, and detention by the Normal Police Department on that date.
2. I agree and promise that I will not file suit, charge, complaint, proceeding or action at law, in equity, or otherwise in any court, or any other judicial or administrative forum against the Town of Normal, the Town of Normal Police Department, and their current, former, and future agents, employees, officials, and designees in any way arising from or relating in any way to the events that occurred on June 4, 2020, involving my questioning, arrest, and detention by the Normal Police Department on that date. Excluded from this covenant not to sue are any rights and claims that cannot be waived by law.
3. I acknowledge that a copy of the Resolution Agreement resolving the matter between them has been made available to me.

I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

Date: 5-25-22

5 ILCS 140/7(b) Signature(s)

Mary Bailey

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

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Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

CONCERNING POLICE INCIDENT REPORTS: Each report is evaluated based on the characterization of said person in the report. Those categorized as “witness” “victim” “other” “interviewed” or “reporting person” or “suspect” (in the case where no charges were filed or arrests made) are afforded a reasonable right to privacy in their statements provided to law enforcement. Arrestees are not afforded a reasonable expectation of privacy.

Town of Normal FOIA Officers:

Angelia Huonker, Town Clerk

Tierra Shickel, Town Chief Deputy Clerk

Jodi Pomis, Town Deputy Clerk

Tara Beall, Clerk Office Associate

Town Clerk's Office: (309) 454-9509

DeputyClerk@normal.org

APPEAL RIGHT

Pursuant to law, you are entitled to appeal the decision denying your request for certain information. You may appeal by requesting a review by the Attorney General's Public Access Counselor within 60 calendar days from the date of this denial. Here is the contact information of the Public Access Counselor

Office of the Attorney General

Public Access Counselor

500 S. 2nd Street

Springfield, Illinois 62706

877-299-3642

public.access@ilag.gov

You also have the right to judicial review. Suit may be filed in the Circuit Court for McLean County:

Law and Justice Center

Circuit Clerk

104 W. Front St.

Bloomington, IL 61701

(309) 888-5301

www.co.mclean.il.us/circuitclerk

Reason	Description	Pages
5 ILCS 140/7(b) Signature(s)	5 ILCS 140/7(1)(b) – Private information, unless disclosure is required by another provision of this Act, a State or federal law or a court order, as defined at 5 ILCS 140/2 (c-5) - "Private information" means unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when compiled without possibility of attribution to any person is exempt from disclosure	2-3