

EXHIBIT A  
LETTER OF AGREEMENT REGARDING  
NEUTRAL SITE CUSTODY EXCHANGE

Lake County through the 19<sup>th</sup> Judicial Circuit Court of Lake County ("Circuit Court") located at 18 N County Street, Waukegan, IL 60085 and A Safe Place, a 501(c) 3 not- for-profit organization located at 2710 17th Street, Zion, IL 60099, enter into this Letter of Agreement for operation of a Neutral Site Custody Exchange facility. The parties agree to the following.

1. The Circuit Court will, by court order, refer participants to the Neutral Site Custody Exchange facility operated by A Safe Place. A Safe Place reserves the right to refuse participant referrals if previously terminated for cause and/or not appropriate for services.
2. A Safe Place will operate a facility to perform the duties related to the Neutral Site Custody Exchange Funding Act, 55 ILCS 82 et seq. without collecting a fee or charge from the parties involved in a custody exchange.
3. A Safe Place will maintain records that are available for inspection by the Office of the Chief Judge of the Circuit Court that will include, at a minimum, the following criteria:
  - a. Identifying client information;
  - b. Name of staff providing the service;
  - c. Date, time, and duration of the service;
  - d. Who attended the exchange;
  - e. Summary of activities during the exchange;
  - f. Interventions made during the service;
  - g. Account of any physical or verbal altercations, threats, and violations of protection or visitation orders;
  - h. Account of any failure to comply with guidelines and procedures;
  - i. Any incidence of abuse.
4. A Safe Place will provide interpreter services, including sign language, without cost to the clients. A Safe Place may charge those amounts in their monthly billing but any amounts paid by Lake County to A Safe Place will be from the \$160,000 (\$167,000 in the first year) allowed under the Agreement.
5. A Safe Place will provide for security and have written policies and procedures that are available for inspection by the Office of the Chief Judge of the Circuit Court that will include, at a minimum, the following criteria:
  - a. Layout of premises that allows for physical and visual separation between the custodial and non-custodial parents.
  - b. Written procedures for arrival and departure of clients so that contact between them does not occur without explicit agreement of the parties and staff.
  - c. Written Emergency Protocols, including, but not limited to fire safety, medical emergencies and violent behavior by participants.

6. A Safe Place will submit a written request to the Circuit Court for funding of the operation of the Neutral Site Exchange Facility on an annual basis. The request for funding shall be no later than June 1st of each year.
7. Along with each written request to the Circuit Court for funding, A Safe Place will also submit a budget that will include, at a minimum, the following criteria:
  - a. Salary and wage expenses;
  - b. Commodity expenses including operational supplies and office supply expenses;
  - c. Capital expenses including computers and furniture;
  - d. Training and travel expenses;
  - e. Contractual expenses;
  - f. Facility expenses including rent and utilities;
8. The Circuit Court agrees to provide funding to A Safe Place in an amount it deems appropriate to sustain the operation of the Neutral Exchange Site Facility for the services it provides to the Circuit Court while being cognizant of the projected revenue of the Neutral Site Fee Fund. In no event will the amount funded by the Circuit Court exceed \$160,000 annually (\$167,000 in the first year), which is which is generated from the filing fee set by the county board pursuant to 55 ILCS 82/15 plus a portion of the fund balance. Budget line items may fluctuate as long as the total amount does not exceed \$160,000.
9. Either party may terminate this Letter of Understanding by providing 90 days prior written notice to the other party.