INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND VILLAGE OF HINSDALE FOR COMMUNITY SOCIAL WORKER GRANT

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this 26th day of August, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and VILLAGE OF HINSDALE, an Illinois municipal corporation, with offices at 19 Chicago Ave, Hinsdale, IL 60521 (hereinafter referred to as the "VILLAGE").

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the VILLAGE authority to operate a police department and police protection services including a provision of social work services, and to enter into agreements for those purposes; and

WHEREAS, the VILLAGE, as part of a partnership with the communities of Darien, Burr Ridge, and Willowbrook, seeks to provide a social worker to assist local police departments in the partner communities to respond to referrals for mental health issues, addiction, drug overdoses, self-harm, and psychotic episodes; and

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, the VILLAGE desires assistance from the COUNTY through the Member Initiative Program to provide initial funding for its participation in the social worker program in partnership with the partner communities (hereinafter "PROJECT") and;

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and VILLAGE have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the VILLAGE shall undertake the PROJECT and the COUNTY shall reimburse the VILLAGE for PROJECT expenses up to forty five thousand dollars (\$45,000) in accordance with the terms and conditions of this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The COUNTY and VILLAGE shall be referred to herein collectively as the "Parties," or individually as a "Party."

2.0 PROJECT DESCRIPTION.

2.1 The PROJECT involves the provision of a social worker to police departments in the communities of Burr Ridge, Darien, Hinsdale and Willowbrook to assist in response to mental needs. The Project is more fully described in the application attached as **Exhibit A** to this Agreement and made a part hereof.

3.0 FUNDING.

- 3.1 The PROJECT'S gross total expenses are estimated at forty-five thousand dollars (\$45,000).
- 3.2 It is the intention of the Parties that up to forty-five thousand dollars (\$45,000) in Project costs will be reimbursed to the VILLAGE by the COUNTY. The COUNTY, by this AGREEMENT, does not assume responsibility for directly

- paying any PROJECT costs and shall only be responsible for reimbursing portions of the VILLAGE'S PROJECT costs.
- 3.3 Allowable PROJECT expenses may include third-party professional services. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of any plans for the PROJECT. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for submitting copies of all plans and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of verifying the PROJECT's work components have been completed.
- 4.3 The VILLAGE shall submit one final invoice to the COUNTY upon the completion of the material portion of the project. The COUNTY shall remit payment to the VILLAGE within THIRTY (30) days of submission of invoice.
- 4.4 The VILLAGE shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE.
- 4.5 The VILLAGE'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall strictly enforce all applicable safety laws, rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.
- 4.6 The VILLAGE shall provide the COUNTY unlimited, but reasonable, access to review PROJECT work and work documents (i.e., plans, change orders, field

orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY reserves the right to review the PROJECT'S plans prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto.
- 5.2 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT.
- 5.3 Upon receipt of the VILLAGE'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the VILLAGE for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the VILLAGE shall not exceed forty-five thousand dollars (\$45,000). In the event PROJECT costs total less than forty-five thousand dollars (\$45,000), the VILLAGE's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.
- 5.4 All funds to be reimbursed under this Agreement shall be expended by the VILLAGE not later than November 30, 2025.

6.0 GOVERNMENT REGULATIONS.

6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

7.0 INDEMNIFICATION.

7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the

fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.

- 7.2 The VILLAGE shall require each consultant and contractor responsible for the PROJECT to name the VILLAGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this Agreement and the overall Term of this AGREEMENT as specified in

Section 9.1.1 below may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- 9.1.1 December 1, 2025, or to a new date agreed by the parties.
- 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 1, 2025.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.
- There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall

be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

13.1 Any required notice shall be sent to the following addresses and parties:

ON BEHALF OF THE VILLAGE:

Brian King, Police Chief 121 Symonds Drive Hinsdale, IL 60521

ON BEHALF OF THE COUNTY:

Jeremy Custer 421 N. County Farm Road Wheaton, IL 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO THIRD-PARTY BENEFICIARY.

15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

16.0 NO WAIVER OF TORT IMMUNITY.

16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE	VILLAGE OF HINSDALE
Deborah Conroy Chair	Greg Hart, Village President
ATTEST:	ATTEST:
Jean Kaczmarek, County Clerk	Emily Tompkins, Village Clerk, Hinsdale



MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

SECTION I Organization Information

Organization	Village of Hinsdale
Contact Person	Brian King, Police Chief
Address	121 Symonds Drive
City	Hinsdale, IL 60101
Phone Number	630-789-7089
Email	Bking@villageofhinsdale.org

SECTION II Project Description

Project Title	Police-Mental Health Partnership: A Shared Services Model for Responding to Community Health Needs
Cost of the Project	\$45,000
Brief Description of the Scope of Initiative	Northeast DuPage Family and Youth Services (NEDFYS) will serve as the applicant on behalf of a partnership to provide a social worker to police departments in the communities of Burr Ridge, Daren, Hinsdale, and Willowbrook. Currently, NEDFYS provides a social worker on an MOU or contract basis to eight police departments in the area. In 2023 and 2024, NEDFYS pot ce social workers responded to over 3.200 referrals from police officers across these eight departments. These included referrals for succhal statements, mental health issues, addiction, drug overdoses, self-harm, and psychotic episodes. Each department provides NEDFYS with office space to ensure that our services are accessible to their residents and for efficient collaboration and integration with officers. Further, NEDFYS serves as the state mandated youth crisis intervention provider for these departments and five others in DuPage through the Comprehensive Community-Based Youth Services (CCBYS) Program administered by the Illinois Department of Human Services. In the last two years, NEDFYS has responded to over 40 crisis calls involving youth at-risk of juvenile justice and/or child welfare involvement. DCSS funding will provide partial funding to support the start-up of this project in 2025. In 2026, each department has agreed to provide willage funding to cover the costs of this program.
Desired Outcomes	NEDFYS' police social work program is based on best practices in the field and informed by other models in Illinois and across the country. The anticipated objectives over a 12 month project period include: Reduction in the number of repeat crisis/mental health related calls from the same household Reduction in the number of crisis intervention incidents Increased understanding of and utilization of best practices for mental health crisis response Increased connection to appropriate resources in the community to meet urgent and chronic mental health and substance use needs Increased outreach to homeless individuals or community members with ongoing needs (domestic violence, mental health, substance use disorder) NEDFYS expects to receive and respond to over 1,000 referrals from the four departments in the scope of 12 months.
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SECTION III Signature

Member Name
Lucy Chang-Evans, Kari Galassi, Brian Krajewski
District
3
Signature

SECTION IV Supplemen

Please attach the following (if applicable)

- Letters of Engagement from all involved organizat
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)

Village Hall 19 East Chicago Avenue Hinsdale, Illinois 60521-3431 630-789-7000



Fire & Police Departments 121 Symonds Drive Hinsdale, Illinois 60521-3744 Fire 630-789-7060 Police 630-789-7070

June 4, 2025

Brian King
Police Chief
Hinsdale Police Department
121 Symonds Drive
Hinsdale, IL 60521
bking@villageofhinsdale.org
630-789-7089

DuPage County Board Office 421 County Farm Rd. Wheaton, IL. 60187

RE: Member Initiative Program Grant application on behalf of Hinsdale, Burr Ridge Darien and Willowbrook pilot intergovernmental agreement

Please allow this letter to serve as the Village of Hinsdale's letter of engagement for the Member Initiative Program Application. The Village of Hinsdale will serve as the lead entity applicant on behalf of a partnership to provide a social worker to police departments in the communities of Burr Ridge, Darien, Hinsdale, and Willowbrook. Through the contractual relationship with Northeast DuPage Family and Youth Services (NEDFYS) will provide a social worker on an MOU or contract basis to eight police departments in the area.

In 2023 and 2024, NEDFYS police social workers responded to over 3,200 referrals from police officers across these eight departments. These included referrals for suicidal statements, mental health issues, addiction, drug overdoses, self-harm, and psychotic episodes. Each department provides NEDFYS with office space to ensure that our services are accessible to their residents and for efficient collaboration and integration with officers.

Further, NEDFYS serves as the state mandated youth crisis intervention provider for these departments and five others in DuPage through the Comprehensive Community-Based Youth Services (CCBYS) Program administered by the Illinois Department of Human Services. In the last two years, NEDFYS has responded to over 40 crisis calls involving youth at-risk of juvenile justice and/or child welfare involvement.

DCSS funding will provide partial funding to support the start-up of this project in 2025. In 2026, each department has agreed to provide village funding to cover the costs of this program.



Cc: Greg Hart, Village President

DuPage County Board District 2 Members DuPage county Board District 3 Members



Memorandum of Understanding Between Northeast DuPage Family and Youth Services (NEDFYS) and Hinsdale Police Department

Overview

Northeast DuPage Family and Youth Services (NEDFYS) is a community-based organization that provides high quality, accessible mental health, and social services to underserved and diverse residents of DuPage County. NEDFYS works with children, adolescents, adults, and families from diverse backgrounds to promote physical and mental wellness, healthy relationships, and cognitive and social skill development.

As part of our mission, NEDFYS provides social workers to police departments in order to enhance service to the community and achieve the following goals:

- Increased access to community-based behavioral health care and domestic violence services
- Reduced need for emergency room transports and hospital police presence
- Expedited response time for mental health calls and facilitate a quicker return to patrol
- Decreased arrests and jail admissions
- Decreased repeat encounters with police Improve community relations
- Improved officer, consumer, and community safety

The Hinsdale Police Department's mission is to provide the community with impartial law enforcement, community-oriented services, and police protection while maintaining the highest ethical and professional standards. Together, the Parties enter into this Memorandum of Understanding (MOU) to mutually promote the mental health and social services needs of Hinsdale esidents.

Term of MOU

The term of this MOU is June 1, 2025-May 31, 2026.

Cost for Services

The total cost for services for this contract is not to exceed \$22,500.

Staffing

NEDFYS will provide the Hinsdale Police Department with a social worker for up to 10 hours per week for the term of the contract. Selection of the social worker will be done in collaboration with the PD to ensure the most appropriate fit.

Position requirements:

- Master's degree and partial or full licensure (LPC, LSW, LCSW, LCPC, LMFT) maintained for the duration of employment;
- 3+ years of experience working with high-risk adolescents and families
- 3+ years of experience with mental health crisis intervention
- Experience with domestic violence victims/Certified Domestic Violence Professional (CDVP) 40-hour training a plus
- Ability to partner effectively and work cooperatively with law enforcement personnel in a police setting
- Excellent oral and written communication skills
- Flexible, organized, and resourceful
- Knowledge of trauma treatment modalities

NEDFYS will provide at least one master's level intern (up to 4 hours per week) to support the social worker. Interns are supervised by fully licensed clinicians and can provide services such as short-term counseling, crisis stabilization, case management, and safety planning.

NEDFYS Roles and Responsibilities

Under this MOU, NEDFYS agrees to provide the following:

- Follow-up on police referrals for mental health emergencies and ongoing resident needs
- On-site response to mental health crisis situations once active scene is secured
- Case management and immediate linkage to community resources
- Short-term counseling sessions to achieve crisis stabilization
- Suicide and mental health assessments
- Assistance with DCFS calls
- Assistance with issues related to homelessness, food insecurity, and other basic needs
- 24/7 on-call coverage for social service emergencies; remote and in-person responses as needed*
- "Walk in" services for community residents during designated office hours
- Domestic violence counseling, safety planning and resource linkage
- Extended case management for residents with complex and ongoing needs
- Home visits for targeted residents (accompanied by police officers)
- Outreach and training for community residents, village officials, and police department staff
- Participation in roll calls and regular ride alongs with officers
- Open communication and collaboration with referring officers
- Participation in village, department, and community meetings and events to promote the police social work program

NEDFYS will provide the police social worker with a laptop computer and basic office supplies.

*24/7 On-Call System

The 24/7 on-call system can be used for urgent mental health or other related community emergencies that fall outside of the normal working hours of the social worker. Normal working hours for the social worker are agreed upon by NEDFYS and the police department.

These services are available, subject to the social worker's availability, at the rate of \$50/hour and include direct services such as phone/remote consultations, on-scene response, and travel time to/from the scene. Indirect services in follow-up to a crisis response such as gathering collateral information, documentation time, and supervisor consultation are billed at the regular hourly rate for the police social worker.

PD Role and Responsibilities

Under this MOU, the Police Department agrees to provide the following:

- Office and meeting space in the police department to perform administrative and client service functions
- Police reports and other documentation needed to facilitate proper incident follow-up
- Assigned staff member to serve as the main point of contact for the social worker and serve as the liaison between the social worker, patrol, and administration
- Access to officers and staff and ensure officers are trained to work with the social worker and provide necessary support for joint interventions
- Regular and open communication for case follow-ups, community outreach, and to report on program effectiveness
- Intermittent use of office equipment as needed to perform duties (copy, scan, etc.)

Liability Insurance

NEDFYS maintains insurance which covers its personnel and liability for providing identified services. NEDFYS will provide a certificate of insurance in a form acceptable to the Village.

Modification of Agreement

The terms of this agreement may be amended or modified in writing and signed by both parties.

Termination of Agreement

Either party may terminate this agreement providing 60 days' written notice to the other party.

Invoicing and Payment for Services

NEDFYS will provide the Village with an invoice for allowable costs under this contract on or before the 10th of each month.

Allowable costs under this agreement include:

- Salary for assigned social worker
- Fringe benefit allocation for assigned social worker
- Indirect costs billed at 10% of monthly expenses (payroll services, liability insurance, workmen's compensation, accounting services, electronic health record, fiscal/administrative costs).

Payment to NEDFYS shall be made pursuant to the Illinois Prompt Payment Act (50 ILCS 505) either via electronic funds transfer or by check. If by check, payment should be sent to the following address:

Northeast DuPage Family and Youth Services 777 Army Trail Blvd, Flr. 2 Addison, Il 60101 Attn: Shannon Hartnett

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

Shannon Hartnett

Chief of Police

Village of Hinsdale

Date

Shannon Hartnett

Executive Director

NEDFYS

Date