

**INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE,  
ILLINOIS, the DUPAGE COUNTY SHERIFF, AND VARIETY CHARITIES**

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this 1st day of July, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Elmhurst, Illinois (hereinafter referred to as the "COUNTY"), the DuPAGE COUNTY SHERIFF ("Sheriff"), a countywide elected official, and VARIETY CHARITIES ("Entity"), a not for profit organization.

**R E C I T A L S**

WHEREAS, the Sheriff 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, Variety the Children's Charity of Illinois ("ENTITY") is a 501(c)(3) organization created under the Internal Revenue Code; 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 Sheriff authority, as Supervisor of Safety, to enforce all laws of the State and promote safety on public highways; and

WHEREAS, the COUNTY and ENTITY are desirous of promoting public safety on public highways by distribution of bicycle helmets to children at various event(s) around the County of DuPage (hereinafter "PROJECT"); 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, in order to coordinate their respective roles in the PROJECT, the COUNTY and SHERIFF, and ENTITY have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the ENTITY shall undertake the PROJECT, and the COUNTY shall appropriate funds to the SHERIFF, who shall administer the grant funds to ENTITY to reimburse ENTITY for the costs of undertaking the Project, 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, SHERIFF, and ENTITY shall be referred to herein collectively as the "Parties," or individually as a "Party."

## **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves the purchase and distribution of bicycle helmets to children by ENTITY. The Project is more fully described in the application attached as **Exhibit A** to this Agreement.

## **3.0 FUNDING.**

- 3.1 The PROJECT'S gross total expenses are estimated at fifteen thousand dollars (\$15,000).
- 3.2 It is the intention of the Parties that up to fifteen thousand dollars (\$15,000) in Project costs will be reimbursed by the SHERIFF, using funds appropriated for that purposed by the COUNTY. The COUNTY and SHERIFF, by this AGREEMENT, do not assume responsibility for directly paying any PROJECT costs and shall only be responsible for reimbursing portions of the ENTITY'S PROJECT costs.

## **4.0 ENTITY'S RESPONSIBILITIES.**

- 4.1 The ENTITY shall select, and contract with, all vendors providing goods or services for the PROJECT.
- 4.2 The ENTITY shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.3 The ENTITY shall submit one final invoice to the SHERIFF upon the completion of the material portion of the project. The SHERIFF shall remit payment to the DISTRICT within 30 days of submission of invoice.
- 4.4 The ENTITY shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the SHERIFF'S obligation to reimburse the ENTITY.
- 4.5 The ENTITY'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The ENTITY shall take

such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations.

## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY shall appropriate fifteen thousand dollars (\$15,000) for the sole and express purpose of funding the PROJECT into the SHERIFF's budget.
- 5.2 SHERIFF agrees to return any unexpended funds associated with this appropriation to the County general fund.

## **6.0 SHERIFF'S RESPONSIBILITIES.**

- 6.1 SHERIFF shall administer the grant program subject to his authority as Supervisor of Safety.
- 6.2 Upon receipt of the ENTITY'S invoice, and all necessary supporting documentation, the SHERIFF shall promptly reimburse the ENTITY for approved costs associated with the PROJECT. The total reimbursement amount paid by the SHERIFF to the ENTITY shall not exceed fifteen thousand dollars (\$15,000). In the event PROJECT costs total less than fifteen thousand dollars (\$15,000) the ENTITY's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

## **7.0 GOVERNMENT REGULATIONS.**

- 7.1 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. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval.

## **8.0 INDEMNIFICATION.**

- 8.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Parties ("Second Party" or "Third Party"), and any of the Second or Third 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 or Third Party for any negligent or intentional wrongful misconduct or omissions by the Second or Third Party's officials, employees, agents, contractors or personnel.

8.2 The ENTITY shall require each consultant and contractor responsible for the construction, maintenance, operation or monitoring of the PROJECT to name the ENTITY, SHERIFF, 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 ENTITY shall require that its consultants and contractors indemnify, defend and hold harmless the ENTITY, SHERIFF 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.

8.3 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 and SHERIFF, under this paragraph or Paragraph 8.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S and SHERIFF'S participation in its defense shall not remove ENTITY's duty to indemnify, defend, and hold the COUNTY and SHERIFF 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 or Third Party shall survive the termination, or expiration, of this AGREEMENT.

#### **9.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

9.1 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.

9.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT 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.

#### **10.0 TERM OF THIS AGREEMENT.**

10.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect the completion by the ENTITY, SHERIFF and COUNTY of their respective obligations under this AGREEMENT.

10.2 All funds must be expended prior to November 30, 2025. Failure to submit funding requests before November 30, 2025 shall render payment of the funds under this agreement subject to re-appropriation by the DuPage County Board.

**10.0 ENTIRE AGREEMENT.**

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.
- 10.2 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 VARIETY:**

Angelique Barthel  
603 Rogers St. Floor 1  
Downers Grove, IL 60515

**ON BEHALF OF THE SHERIFF:**

James Mendrick  
501 N. County Farm Road  
Wheaton, IL 60187

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:

VARIETY:

\_\_\_\_\_  
Deborah Conroy,  
Chair

\_\_\_\_\_  
Angélique Barthel,  
Executive Director

7/1/25

ATTEST:

DUPAGE COUNTY SHERIFF:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_  
Edmond Moore,  
Undersheriff



DuPage County  
Office of the County Board  
421 North County Farm Road  
Wheaton, Illinois 60187-3978

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**MEMBER INITIATIVE PROGRAM APPLICATION** - Please complete all sections for submission

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**SECTION I Organization Information**

Organization	Variety the Children's Charity of Illinois
Contact Person	Angelique Barthel
Address	603 Rogers St. Flr 1
City	Downers Grove 60515
Phone Number	312-822-0660
Email	angelique@varietyofillinois.org

**SECTION II Project Description**

Project Title	Helping ALL Kids Be Active, Be Social and Belong
Cost of the Project	\$15,000
Brief Description of the Scope of Initiative	Variety the Children's Charity of Illinois works to help children with disabilities and their families by providing medical and mobility equipment not covered by insurance along with accessible and inclusive recreational experiences so that ALL children can be active, be social and belong.  <i>Families like the Chaudhrys (Naperville, IL) who are now using a state of the</i>
Desired Outcomes	Variety of Illinois will be able to increase social media reach on Facebook, Instagram and Linked In by 20% on each platform along with having polished, consistent professional messaging to families of kids with disabilities, as well as current and potential donors/community partners.  The repairs needed for the company vehicle will open a wide array of additional uses along with making deliveries safer and easier for volunteers

**SECTION III Signature**

Member Name	Saba Haider
District	5
Signature	

**SECTION IV Supplemental Documents**

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- 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)

June 24, 2025

Saba Haider  
DuPage County Board  
421 N. County Farm Road  
Wheaton, IL 60187

Dear Ms. Haider,

We would officially like to request \$15,000 in Member Initiative Funds to support Variety Children's Charity of Illinois.

Variety of Illinois works to provide adaptive equipment for kids with disabilities, which provides opportunities for activity and inclusion. We strive to help children with disabilities gain mobility and freedom, get out and about in the community, and achieve independence and increase self-esteem.

Variety of Illinois requests your consideration of the following proposal that will help us expand our reach and become better able to serve children with disabilities in the short and long term:

Capacity Building

\$5,000 – part-time social media contractor and organizational software. This would cover the first year of hiring a dedicated social media professional along with any needed software.

\$1,000 – Variety of Illinois needs repairs to our Sunshine Coach vehicle and to purchase a rear entry ramp to make equipment deliveries to families safer and easier.

Programming

\$5,000 – Dedicated toward partnership with the DuPage Sports Commission and Family Fun Ride on July 22 at the Lombard Cycling Classic for complimentary safety helmets for all participating youth.

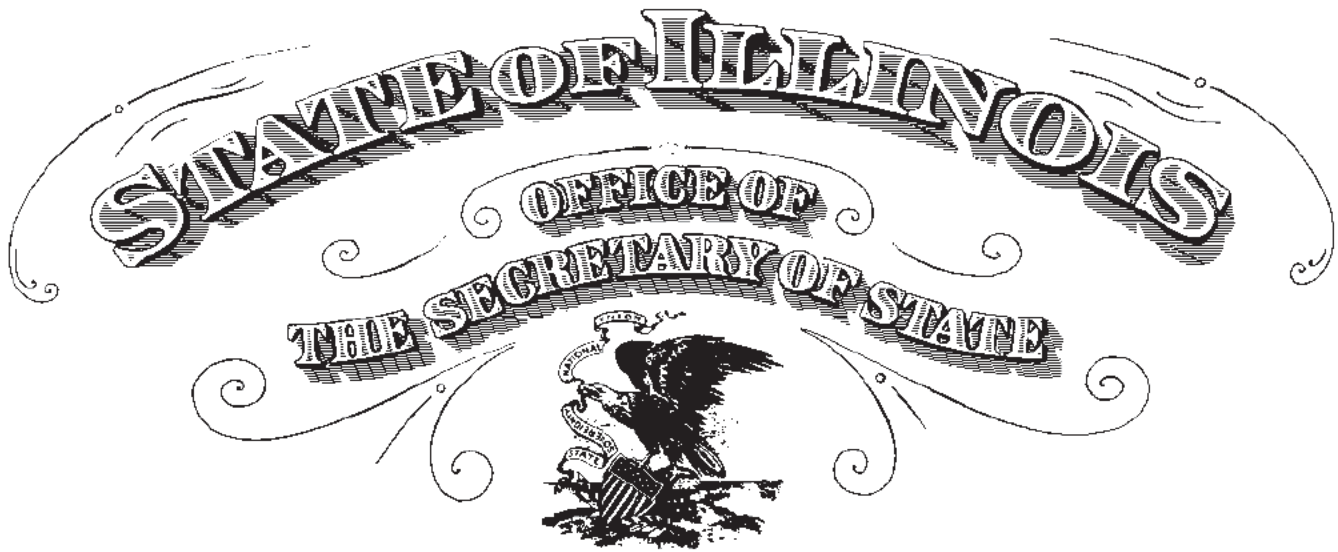
\$4,000 – Dedicated toward Kids on the Go and Adapt My World Equipment Requests for families located in DuPage County.

I look forward to any assistance you can provide.

With great appreciation,

Angelique Barthel  
Executive Director  
Variety the Children's Charity of Illinois  
312-822-0660  
[www.varietyofillinois.org](http://www.varietyofillinois.org)





***To all to whom these Presents Shall Come, Greeting:***

*I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

VARIETY THE CHILDREN'S CHARITY OF ILLINOIS, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JANUARY 27, 1943, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set***  
*my hand and cause to be affixed the Great Seal of*  
*the State of Illinois, this 6TH*  
*day of JANUARY A.D. 2025 .*