

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE
ON BEHALF OF THE DUPAGE COUNTY
SHERIFF'S OFFICE**

AND THE ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES

This Intergovernmental Agreement ("IGA") is entered into by and between the County of DuPage ("County") on behalf of the Sheriff of DuPage County ("Sheriff's Office") and the Illinois Department of Children and Family Services ("DCFS") (individually, a "Party" and collectively, the "Parties"), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

I. RECITALS

WHEREAS, DCFS has the primary responsibility of protecting children through the investigation of suspected abuse or neglect by parents and other caregivers in a position of trust or authority over the child; and

WHEREAS, the Child Protection Division (CPD) is a specialized component within DCFS tasked with the crucial role of investigations into the alleged abuse or neglect of a child; and

WHEREAS, DCFS Child Protection Specialists (CPS) are required to implement the duties and responsibilities of CPD by assessing immediate safety of children and initiating appropriate levels of protection needed, observing family situations relating to allegations of abuse and neglect, interviewing alleged victims and perpetrators, and placing children in protective custody if necessary; and

WHEREAS, the DuPage County Sheriff's Office is in a unique position to help support CPS as they perform their duties related to home visits, safety assessments, safety and wellbeing checks, taking youth into protective custody, and other responsibilities that require visiting a client's home; and

WHEREAS, DCFS desires to collaborate with the DuPage County Sheriff's Office to enhance safety protocols and measures for CPS when they conduct required home visits, safety assessments, safety and well-being checks, taking youth into protective custody, and other responsibilities which requires visiting a client's home; and

WHEREAS, the County and the DuPage County Sheriff have an interest in protecting the safety and welfare of the people of DuPage County, including CPS and the children and adults involved in CPD investigations in DuPage County; and

WHEREAS, a strong collaboration between DCFS and the DuPage County Sheriff's Office to enhance safety protocols and measures will help support CPS in performing their job duties and responsibilities; and

WHEREAS, the DuPage County Sheriff's Office will assign a Deputy Sheriff to accompany and assist CPS during home visits, safety assessments, safety and well-being checks, taking youth into protective custody, and other responsibilities which requires CPS to visit a client's home.

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions set forth in this IGA, the Parties agree as follows:

II. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth.

III. ROLES AND RESPONSIBILITIES

A. *DCFS Responsibilities*

- i. CPS will identify, with direction from the Child Protection Specialist Supervisor, Area Administrator, or Regional Administrator, instances in which a Deputy Sheriff is needed to accompany and assist CPS to a home visit, safety assessment, safety and well-being check, taking youth into protective custody, or other responsibilities which requires CPS to visit a client's home.
- ii. CPS will make reasonable efforts to identify and assess any known safety risks prior to conducting any home visit, safety assessment, safety and well-being check, taking youth into protective custody, or other responsibilities which requires CPS to visit to a client's home.
- iii. CPS will fully brief the assigned Deputy Sheriff on all pertinent and non-confidential information, including any identified risks associated with the home visit, safety assessment, safety and well-being check, or other responsibilities which requires CPS to visit a client's home.
- iv. As directed by the Deputy Sheriff, CPS will adhere to any safety measures identified by the Deputy Sheriff in response to the known risks associated with the home visit, safety assessment, safety and well-being check, or other responsibilities which requires CPS to visit a client's home.
- v. If the Deputy Sheriff is dissatisfied with the performance of DCFS pursuant to this IGA, DCFS and the County of DuPage/DuPage County Sheriff's Office shall work collaboratively in a good faith effort to attempt to find a mutually agreeable solution. In the event a mutually agreeable solution has not or cannot be reached between DCFS and the County of DuPage/DuPage County Sheriff's Office either Party may terminate the IGA upon seven (7) days' written notice to the other Party and to the County.

B. *DuPage County Sheriff's Office's Responsibilities*

- i. Provided DCFS performs under Section V, the DuPage County Sheriff's Office shall assign one (1) Deputy Sheriff in soft uniform and vest and one (1) squad car to the Naperville Field Office CPD to accompany and assist CPS as needed in DuPage County.
- ii. Contingent on operational capacity, as determined in the DuPage County Sheriff's Office's sole discretion, the Deputy Sheriff shall be available five (5) days a week from 9 a.m. to 5 p.m. to Naperville Field Office CPD, although the hours may be adjusted pursuant to mutual agreement between DCFS and the Sheriff, unless an applicable collective bargaining agreement prevents the DuPage County Sheriff's Office from such adjustment of hours. If

an applicable collective bargaining agreement prevents the Sheriff from such adjustment of hours, the DuPage County Sheriff shall consult with the applicable union to attempt to find a solution agreeable to DCFS, the union and the Sheriff. In the event a mutually agreeable solution has not or cannot be reached between DCFS and the DuPage County Sheriff's Office, either Party may terminate the IGA upon seven (7) days' written notice to the other Party and to the County.

- iii. In the event that the assigned Deputy Sheriff has taken benefit time or leave, the DuPage County Sheriff's Office will assign, contingent upon operational capacity, as determined in the DuPage County Sheriff's sole discretion, an appropriate individual for coverage purposes and to assume the duties and responsibilities of the assigned Deputy Sheriff.
- iv. As permitted by other duties, as determined in the DuPage County Sheriff's Office's sole discretion, the assigned Deputy Sheriff shall assist the Naperville Field Office CPD in executing child protection warrants issued by the Circuit Court of the 18th Judicial Circuit Court, DuPage County, to help locate and return missing youth in care to DCFS.
- v. The DuPage County Sheriff's Office will support, assist and escort CPS as they perform their duties related to home visits, safety assessments, safety and wellbeing checks, taking youth into protective custody, and other responsibilities that require visiting a client's home.
- vi. The DuPage County Sheriff's Office shall provide vehicles, fuel, computers, and routine supplies for the Deputy's general operations as deemed necessary by the DuPage County Sheriff's Office.
- vii. The Deputy Sheriff who is assigned to the Naperville Field Office CPD to accompany and assist CPS as needed in DuPage County pursuant to this IGA shall adhere to the Sheriff's Office's chain of command, and report to the assigned supervisor, as determined within the sole discretion of the DuPage County Sheriff.
- viii. Command and control of any and all personnel employed by the DuPage County Sheriff's Office and assigned to the Naperville Field Office CPD shall be in compliance with the DuPage County Sheriff's Office's General Orders, rules, and regulations.
- ix. The DuPage County Sheriff's Office personnel assigned to the Naperville Field Office CPD shall report, document, and record their activities, including the number of home visits with which the Deputy Sheriff provided assistance to the Naperville Field Office CPD, according to the DuPage County Sheriff's Office's General Orders, rules, and regulations. All reports and records generated by the Deputy Sheriff shall be maintained by the DuPage County Sheriff's Office and shall be provided to DCFS on a monthly basis or more frequently as requested.
- x. The assigned Deputy Sheriff shall fully brief CPS on all pertinent and non-confidential information known to the DuPage County Sheriff's Office, including any identified risks associated with the home evaluation, home visit, or other responsibilities requiring CPS to visit a client's home.
- xi. If DCFS is dissatisfied with the performance of a Deputy Sheriff, DCFS may request that the DuPage County Sheriff's Office reassign a new Deputy Sheriff to the Naperville Field Office

CPD. The DuPage County Sheriff's Office shall comply with DCFS' request for reassignment unless operational capacity or an applicable collective bargaining agreement prevents the DuPage County Sheriff's Office from such reassignment. If operational capacity or an applicable collective bargaining agreement prevents the Sheriff from such reassignment, the County of DuPage/DuPage County Sheriff's Office and DCFS shall find a mutually agreeable solution. In the event a mutually agreeable solution has not or cannot be reached between DCFS and the County of DuPage/DuPage County Sheriff's Office, either Party may terminate the IGA upon seven (7) days' written notice to the other Party and to the County.

- C. Nothing in this IGA shall be interpreted to supersede any of the respective policies, general orders, protocols, or collective bargaining agreements of DCFS, DuPage County, or the DuPage County Sheriff's Office.

IV. TERM AND TERMINATION

The Term of this IGA shall begin on May 1, 2026, and shall continue for two (2) months and three (3) years, through and until June 30, 2029. Any Party may terminate this IGA, for any or no reason, at any time upon thirty (30) days written notice. In the event of a dispute between DCFS and the County of DuPage/DuPage County Sheriff's Office for which a mutually agreeable resolution has not or cannot be reached, either Party may terminate this IGA upon seven (7) days' written notice to the other Party and to the County.

V. REIMBURSEMENT

- A. DCFS agrees to reimburse the County of DuPage/County Sheriff's Office at the rate of \$32,081.72 for May/June, \$192,490.30 in year one, \$199,802.65 in year two, and \$207,138.50 in year three in exchange for the DuPage County Sheriff's Office assignment of one (1) Deputy Sheriff to the Naperville Field Office CPD pursuant to this IGA. Said payment shall be made payable to "The County of DuPage." Said payment shall be used by the County of DuPage/DuPage County Sheriff's Office to pay the salary and benefits to such DuPage County Sheriff's Deputy as well as equipment costs.
- B. DCFS agrees to reimburse the County of DuPage/DuPage County Sheriff's Office for reasonable costs as set out in Exhibit A.
- C. The County of DuPage/DuPage County Sheriff's Office shall send an invoice to DCFS in accordance with paragraph V.A and V.B. Invoices shall be prorated and issued on a monthly basis on the 15th of each month. Invoices shall be emailed to DCFS.DeputySubmissions@illinois.gov.
- D. DCFS shall process payment to the County of DuPage/DuPage County Sheriff's Office within ninety (90) days of receipt of invoice, payable to "The County of DuPage."

VI. DISPUTE RESOLUTION

In the event of a dispute between DCFS and the County of DuPage/DuPage County Sheriff's Office concerning this IGA, each Party shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the County of DuPage/DuPage County Sheriff and their counsel and DCFS' General Counsel, or one of his assistant general counsels,

shall be responsible for attempting to promptly resolve the dispute in good faith and in a cooperative manner. In the event of a dispute between DCFS and the County of DuPage/DuPage County Sheriff's Office for which a mutually agreeable resolution has not or cannot be reached, either Party may terminate this IGA upon seven (7) days' written notice to the other Party and to the County.

VII. NOTICE

Unless otherwise specified, any notice, demand, or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U.S. mail. Any notice, demand, or request served personally or by facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand, or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand, or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder.

To:	To:
DuPage County Sheriff's Office	DCFS
Attn.: Chief, Law Enforcement Bureau	Attn: Director's Office
501 N. County Farm Road	60 East Van Buren
Wheaton, IL 60187	Ste. 1339
	Chicago, IL 60605

To:

DuPage County Finance Department
Attn.: Chief Financial Officer
421 N. County Farm Road
Wheaton, IL 60187

VIII. MISCELLANEOUS

- a. The Parties shall at all times observe and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this IGA.
- b. When confidential information is exchanged, the following rules shall apply: (i) the confidential nature of the information shall be preserved; (ii) the information furnished shall be used only for the purposes for which it was made available; (iii) assurance must be given that the proper steps shall be taken to safeguard the information; and (iv) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation.
- c. Tax Identification Certification. The County of DuPage/ DuPage County Sheriff's Office certifies that: 36-6006551 is the County of DuPage's correct federal employer identification number (FEIN). If the County of DuPage has not received a payment from the State of Illinois in the last two years, the County of DuPage must submit a W-9 tax form with

this Agreement.

- d. DCFS' obligations hereunder shall cease immediately, without penalty, if: a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; b) adequate funds are not appropriated or granted to DCFS by the Illinois General Assembly to allow DCFS to fulfill its obligations under this IGA; or c) funds appropriated are de-appropriated or not allocated. DCFS shall provide notice, in writing, to the DuPage County Sheriff's Office and the County of any such funding failure and its election to terminate or suspend this IGA as soon as practicable. Any suspension or termination pursuant to this Section shall be effective upon the County of DuPage/DuPage County Sheriff's Office, thirty (30) days following receipt of said notice.
- e. This IGA may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.
- f. This IGA shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. Any claim against DCFS arising out of this IGA must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq.
- g. This IGA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, and discussions. This IGA may not be modified or amended in any manner without the prior written consent of the Parties. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Parties.
- h. If any term of this IGA or any application thereof is held invalid or unenforceable, the remainder of this IGA shall be construed as if such invalid part were never included herein and this IGA shall be and remain valid and enforceable to the fullest extent permitted by law.
- i. This IGA shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 et seq.
- j. DuPage County Sheriff's Office shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.
- k. DCFS shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.
- l. No officer, member, official, employee, or agent of DCFS or the County of DuPage or the DuPage County Sheriff's Office shall be individually or personally liable in connection with this IGA. Each Party shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third Parties that may reasonably result from the performance of its lawful functions, including those functions that are contemplated by this IGA. Each Party shall bear the cost of its own defense. This IGA shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party with respect to third Parties or to increase the liability of any Party beyond that which is imposed by law.
- m. This IGA may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Intergovernmental Agreement on the dates set forth below.

ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES EXECUTION: The undersigned, on behalf of the Illinois Department of Children and Family Services, hereby accepts the foregoing Intergovernmental Agreement:

_____ Dated: _____
Heidi E. Mueller
Director
Illinois Department of Children and Family Services

DUPAGE COUNTY EXECUTION: The undersigned, on behalf of the County of DuPage, Illinois, a body politic and corporate of the State of Illinois, and on behalf of the Sheriff of DuPage County, hereby accepts the foregoing Intergovernmental Agreement:

County of DuPage, Illinois by:

_____ Dated: _____
Deborah Conroy
Chair
DuPage County Board

Sheriff of DuPage County, Illinois by:

 _____ Dated: 3/2/26
James Mendrick
Sheriff
DuPage County, Illinois

DuPage County Sheriff's Department

Exhibit A

3- Year Totals

	(May- June)			
	FY2026	FY2027	FY2028	FY2029
Salary:	\$20,526.82	\$123,160.94	\$127,471.58	\$131,933.08
Health Insurance	\$3,053.17	18,319.00	\$19,784.52	\$21,367.28
Workers Comp.	\$11.67	\$70.00	\$77.00	\$84.70
Unemployment Ins.	\$0.17	\$1.00	\$2.00	\$3.00
IMRF SLEP Contr.	\$6,919.59	41,517.55	42,763.08	44,045.97
Medicare & SS	\$1,570.30	9,421.81	9,704.47	9,704.47
Totals:	\$32,081.72	\$192,490.30	\$199,802.65	\$207,138.50
Equipment:				
Clothing/Vest				
Ammunition				
Totals:				
Vehicle/Squad:				
Vehicle				
Fuel				
Oil Changes				
Totals:				
TOTALS:				
Monthly Reimburse	\$16,040.86	\$16,040.86	\$16,650.22	\$17,261.54