

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF McHENRY  
ON BEHALF OF THE McHENRY 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 McHenry ("County") on behalf of the Sheriff of McHenry 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 McHenry 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 McHenry 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**, a strong collaboration between DCFS and the McHenry County Sheriff's Office to enhance safety protocols and measures will help support CPS in performing their job duties and responsibilities; and

**WHEREAS**, DCFS and the McHenry County Sheriff's Office have created a specialized unit comprised of 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 Sheriff's Office shall find a mutually agreeable solution.

### *B. McHenry County Sheriff's Office's Responsibilities*

- i. Provided DCFS performs under Section V, the McHenry County Sheriff's Office shall make all reasonable efforts to assign one (1) Deputy Sheriff and one (1) squad car to the Woodstock Field Office CPD to accompany and assist CPS as needed in McHenry County.
- ii. Contingent on operational capacity, as determined in McHenry County Sheriff's Office sole discretion, the Deputy Sheriff shall be available five (5) days a week from 9 a.m. to 5 p.m. to McHenry CPD.
- iii. In the event that the assigned Deputy Sheriff has taken benefit time or leave, McHenry County Sheriff's Office shall assign 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 McHenry County Sheriff's Office sole discretion, the assigned Deputy Sheriff shall assist the Woodstock Field Office CPD in executing child protection warrants issued by the Circuit Court of McHenry County to help locate and return missing youth in care to DCFS.
  - v. The McHenry County Sheriff's Office shall provide vehicles, fuel, computers, and routine supplies for the general operations as deemed necessary by the McHenry County Sheriff's Office.
  - vi. The McHenry County Sheriff's Office shall provide command staff for the Deputy Sheriff detailed to the Woodstock Field Office CPD.
  - vii. Command and control of any and all personnel employed by McHenry County or the McHenry County Sheriff's Office and assigned to the Woodstock Field Office CPD shall be through the chain-of-command of the McHenry County Sheriff's Office according to the McHenry County Sheriff's Office's General Orders, rules, and regulations.
  - viii. The McHenry County Sheriff's Office personnel assigned to the Woodstock 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 Woodstock Field Office CPD, according to the McHenry County Sheriff's Office's General Orders, rules, and regulations. All reports and records generated by the Deputy Sheriff shall be maintained by the McHenry County Sheriff's Office and shall be provided to DCFS on a monthly basis or more frequently as requested.
  - ix. The assigned Deputy Sheriff's shall fully brief CPS on all pertinent and non-confidential information known or available to the McHenry 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.
  - x. If DCFS is dissatisfied with the performance of a Deputy Sheriff, DCFS may request that the McHenry County Sheriff's Office reassign a new Deputy Sheriff to the Woodstock Field Office CPD. The McHenry County Sheriff's Office shall comply with DCFS' request for reassignment unless operational capacity or an applicable collective bargaining agreement prevents the McHenry County Sheriff's Office from such reassignment. If operational capacity or an applicable collective bargaining agreement prevents the Sheriff from such reassignment, the McHenry County Sheriff's Office and DCFS shall find a mutually agreeable solution.
- C. Nothing in this IGA shall be interpreted to supersede any of the respective policies, general orders, protocols, or collective bargaining agreements of DCFS, McHenry County, or the McHenry County Sheriff's Office.
- xi. **TERM AND TERMINATION**  
The Term of this IGA shall begin on October 1, 2025, and shall continue for three (3) years through and until June 30, 2028. Any Party may terminate this IGA at any time upon thirty (30) days written notice.

## **V. REIMBURSEMENT**

- A. DCFS agrees to reimburse the McH e n r y County Sheriff's Office at the rate of \$ 150,629.40 in year one, \$205,596.02 in year two, and \$210,496.24 in year three in exchange for the McHenry County Sheriff's Office assignment of one (1) Deputy Sheriff to the Woodstock Field Office CPD pursuant to this IGA. Said payment shall be used by the McHenry County Sheriff's Office to pay the salary and benefits to such McHenry County Sheriff's police officer as well as equipment costs.
- B. DCFS agrees to reimburse the McHenry County Sheriff's Office for reasonable costs as set out in Exhibit A.
- C. The McHenry 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 15<sup>th</sup> of each month.
- D. DCFS shall process payment to the McHenry County Sheriff's Office within ninety (90) days of receipt of invoice, payable to the McHenry County Sheriff's Office

## **VI. DISPUTE RESOLUTION**

In the event of a dispute between DCFS and the McHenry 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 McHenry County Sheriff and DCFS' General Counsel shall be responsible for promptly resolving the dispute in good faith and in a cooperative manner.

## **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: McHenry County Sheriff's Office  
2200 N. Seminary Ave.  
Woodstock, IL. 60098

DCFS  
Attn: Director's Office  
60 East Van Buren  
Suite 1339  
Chicago, IL 60605

## 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. McHenry County Sheriff's Office certifies that: 36-6006623 is McHenry County Sheriff's Office's correct federal employer identification number (FEIN). If McHenry County Sheriff's Office has not received a payment from the State of Illinois in the last two years, McHenry County Sheriff's Office must submit a W-9 tax form with this Agreement.
- D. DCFS shall provide notice, in writing, to the McHenry County Sheriff's Office 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 McHenry County Sheriff's Office, ninety (90) 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. McHenry County 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 McHenry County 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.

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**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:

\_\_\_\_\_  
Heidi E. Mueller  
Director  
Illinois Department of Children and Family Services

Dated: \_\_\_\_\_

**McHENRY COUNTY EXECUTION:** The undersigned, on behalf of McHenry County of Woodstock, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:

\_\_\_\_\_  
Sheriff  
McHenry County Illinois

Dated: \_\_\_\_\_

**ACKNOWLEDGED:**

\_\_\_\_\_  
McHenry County Board Chair

# McHenry County Sheriff's Department

## Exhibit A

### 4- Year Totals

Second year deputy		Year 1	Year 2	Year 3	Year 4
Salary:		\$120,037.87	\$123,639.00	\$127,348.17	
FICA/Benefits:		\$28,837	\$28,837	\$28,837	
Workers Comp.		\$562	\$562	\$562	
Unemployment Ins.					
IMRF SLEP Contr.		\$29,721.38	\$30,613.02	\$31,531.41	
Medicare & SS		\$7,982	\$8,222	\$8,469	
Totals:		\$187,140.17	\$191,873.02	\$196,747.24	
Equipment:		\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	
Clothing/Vest		\$560	\$576	\$594	
Ammunition		\$264	\$272	\$280	
Totals:		\$ 2,024.00	\$ 2,048.00	\$ 2,074.00	
Vehicle/Squad:		\$9,000	\$9,000	\$9,000	
Vehicle upfitting		\$875	\$875	\$875	
Fuel		\$900	\$900	\$900	
Oil Changes +maintenance 10%		\$900	\$900	\$900	
Totals:		\$11,675	\$11,675	\$11,675	
TOTALS:		\$200,839.17	\$205,596.02	\$210,496.24	
Monthly Reimburse		\$16,736.60	\$17,133.00	\$17,541.35	