

Resolution # 7-1

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all Intergovernmental Agreements; and,

WHEREAS, the Sheriff's Office wishes to enter into an Intergovernmental Agreement with the Illinois Department of Children and Family Services for the purpose of the Sheriff's Office supporting CPS as they perform their duties; and

WHEREAS, the Illinois Department of Children and Family Services will reimburse Sangamon County \$240,591 annually covering expenses including salary, benefits and patrol vehicles for two (2) dedicated deputies; and

WHEREAS, as documented by the approval of this resolution, the Jail Committee has approved the Sheriff's Office request of the Intergovernmental Agreement and the committee recommends that the County Board approve the same, and;

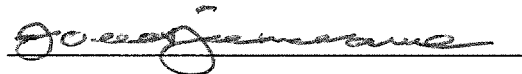
NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 14th day of June, 2022, approves the Intergovernmental Agreement detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this Intergovernmental Agreement.

Chairman, Sangamon County Board

ATTEST:

County Clerk

Approved by the Jail Committee May 17, 2022



Joel Tjelmeland, Chairman

Attached: Intergovernmental Agreement

FILED

MAY 17 2022

Don Hays
Sangamon County Clerk

RECEIVED
2660

MAY 13 2022

Andy Goleman
SANGAMON COUNTY AUDITOR

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF
SANGAMON
ON BEHALF OF THE SAGAMON 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 Sangamon ("County") on behalf of the Sheriff of Sangamon 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 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 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 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 Sheriff's Office have created a specialized unit comprised of Deputy Sheriffs 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. DCFS will provide a dedicated office space in the local DCFS field office for the assigned Deputy Sheriff. The field location office is as follows: 1124 North Walnut, Springfield, IL 62701.
- vi. 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. Sheriff's Office's Responsibilities

- i. Provided DCFS performs under Section V, the Sheriff's Office shall make all reasonable efforts to assign two (2) Deputy Sheriffs and two (2) squad cars to County CPD to accompany and assist CPS as needed.
- ii. Contingent on operational capacity, as determined in Sheriff's Office sole discretion, the Deputy Sheriffs shall be dedicated five (5) days a week from 9 a.m. to 5 p.m. to County CPD.
- iii. In the event that the assigned Deputy Sheriff has taken benefit time or leave, 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 Sheriff's Office sole discretion, the assigned Deputy Sheriff shall assist County CPD in executing child protection warrants issued by the Circuit Court of Sangamon County to help locate and return missing youth in care to DCFS.
- v. The Sheriff's Office shall provide vehicles, fuel, computers, and routine supplies for the general operations as deemed necessary by the Sheriff's Office.
- vi. The Sheriff's Office shall provide command staff for the Deputy Sheriff detailed to County CPD.
- vii. Command and control of any and all personnel employed by the County or the Sheriff's Office and assigned to County CPD shall be through the chain-of-command of the Sheriff's Office according to the Sheriff's Office's General Orders, rules, and regulations.
- viii. The Sheriff's Office personnel assigned to County CPD shall report, document, and record their activities, including the number of home visits with which the Deputy Sheriff provided assistance to County CPD, according to the Sheriff's Offices General Orders, rules, and regulations. All reports and records generated by the Deputy Sheriff shall be maintained by the Sheriff's Office and shall be provided to DCFS on a monthly basis or more frequently as requested.
- ix. The assigned Deputy Sheriff shall fully brief CPS on all pertinent and non-confidential information known or available to the 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 Sheriff's Office reassign a new Deputy Sheriff to County CPD. The Sheriff's Office shall comply with DCFS's request for reassignment unless operational capacity or an applicable collective bargaining agreement prevents the Sheriff's Office from such reassignment. If operational capacity or an applicable collective bargaining agreement prevents the Sheriff from such reassignment, the 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, County, or the Sheriff's Office.

IV. TERM AND TERMINATION

The Term of this IGA shall begin on XX, 2022, and shall continue for two (2) years, through and until XX, 2024. Any Party may terminate this IGA at any time upon thirty (30) days written notice.

V. REIMBURSEMENT

- A. DCFS agrees to reimburse the Sheriff's Office at the rate of the assigned Deputy Sheriffs' salaries, benefits, and squad car expenses totaling \$240,591 annually in exchange for the Sheriff's assignment of two (2) Deputy Sheriffs to County CPD pursuant to this IGA. Said payment shall be used by the Sheriff's Office to pay the salary and benefits to such Sheriff's police officers.
- B. DCFS agrees to reimburse the Sheriff's Office for other reasonable costs identified pursuant to this IGA.
- C. The 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.
- D. DCFS shall process payment to the Sheriff's Office within ninety (90) days of receipt of invoice, payable to the Sangamon County Sheriff's Office, Room 402, County Complex, 200 South 9th Street, Springfield, IL 62701.

VI. DISPUTE RESOLUTION

In the event of a dispute between DCFS and the 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 Sangamon County State's Attorney and DCFS's 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 the Sangamon County Sheriff's Office:

Sangamon County State's Attorney
Room 402, County Complex
200 South 9th Street
Springfield, IL 62701

To DCFS:

DCFS
Attn: Director's Office
100 West Randolph Street
6th Floor
Chicago, IL 60601

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. This IGA is contingent upon and subject to the availability of sufficient funds. DCFS may terminate or suspend this IGA in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to DCFS; (ii) the Governor or DCFS reserves appropriated funds; or (iii) the Governor or DCFS determines that appropriated funds may not be available for payment. DCFS shall provide notice, in writing, to the 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 Sheriff's Office's receipt of notice.
- D. 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.
- E. 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. Each Party agrees to the original jurisdiction of those courts located within the County of Sangamon, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this IGA.
- F. 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.
- G. 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.

- H. 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.*
- I. County shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.
- J. DCFS shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.
- K. No officer, member, official, employee, or agent of DCFS or 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.
- L. This IGA may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: _____
Marc D. Smith
Director
Illinois Department of Children and Family Services

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

_____ Dated: _____
Andy Van Meter
Chairman
Sangamon County Board

ACKNOWLEDGED:

Jack Campbell
Sangamon County Sheriff