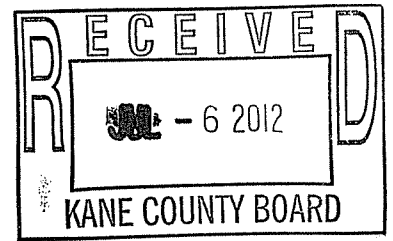


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: _____ Intergovernmental Agreements for DeKalb and Kendall Counties for the continuation of Multi-Systemic Therapy through April 2013. _____

Submitted By: _____ Mary Smith- Court Services _____

Date Submitted: _____ 6-20-12 _____

Examined By: _____ Joseph Lulves _____
(Print Name)

(Signature)

(Date)

Post on Web: Yes No _____ Atty Initials JZ

Comments: _____

Chairman Signed: Yes No _____ Date: _____ July 10, 2012

Document Returned To: _____

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) dated _____, 2012, is made and entered into by and between the County of Kane and the County of Kendall, in the exercise of their powers under the laws of the State of Illinois, including but not limited to Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

WHEREAS, pursuant to 705 ILCS 405/5-710 and 705 ILCS 405/5-715, the circuit court may order a minor who is adjudicated as a delinquent and found guilty under 705 ILCS 405/5-620 be put on probation with a condition of said probation being that the minor undergo psychiatric or psychological treatment; and

WHEREAS, it is determined that multi-systemic therapy, a family and community-based therapy treatment for youths which promotes behavior change in the youth’s natural environment, may be utilized as part of the minor’s court-ordered psychiatric or psychological treatment; and

WHEREAS, the Circuit Court of Kane County desires to provide in-home multi-systemic therapy services to juvenile delinquents and their families; and

WHEREAS, the Circuit Court of Kendall County desires to provide in-home multi-systemic therapy services to juvenile delinquents and their families; and

WHEREAS, sharing the costs of the contract to provide these multi-systemic therapy services is cost effective and benefits the taxpayers of both counties.

WHEREAS, Kendall County has agreed to reimburse Kane County Forty Two Thousand Eight Hundred Twenty Three dollars (\$42,823.00) per year for the first two years of Kane County’s contract with Kids Hope United n/k/a One Hope United, said contract being in effect from May 1, 2010 to April 30, 2012.

WHEREAS, Kendall County agrees to reimburse Kane County Forty Two Thousand Eight Hundred Twenty Three dollars (\$42,823.00) Kane County’s contract with Kids Hope United n/k/a One Hope United covering the period of May 1, 2012 to April 30, 2013.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the County of Kane and the County of Kendall agree as follows:

1. The above recitals are incorporated herein by reference and fully made a part of this Agreement.

2. The County of Kendall, in exchange for the receipt of those services specified in the contract between the County of Kane and Kids Hope United n/k/a One Hope United, dated May 1, 2010, agrees to reimburse the County of Kane Forty Two Thousand Eight Hundred Twenty Three Dollars and Zero Cents (\$42,823.00), for the period of May 1, 2012 to April 30, 2013 payable in equal quarterly installments.

3. The quarterly payments are to be directed to:
Director of Finance
County of Kane
719 S. Batavia Avenue
Geneva, Illinois 60134

4. Any notices permitted or required to be given under the terms of this Agreement shall be in writing and directed as follows:

If to Kane County: Hon. Karen McConnaughay
Chairman, Kane County Board
719 S. Batavia Avenue
Geneva, Illinois 60134

With a copy to: Kane County State's Attorney's Office
100 S. Third Street
Geneva, IL 60134
Attention: Chief of the Civil Division

If to Kendall County:
Hon. John Purcell
Chairman, Kendall County Board
111 W. Fox Street
Yorkville, Illinois 60560

With a copy to:

Kendall County State's Attorney's Office
807 W. John Street
Yorkville, Illinois 60560
Attention: Eric Weis, State's Attorney

4. The term of this Intergovernmental Agreement shall be for a period of one (1) year, commencing on May 1, 2012 through April 30, 2013.

5. This Agreement may not be assigned or transferred to any other party without the express written consent of Kendall County.

6. This Intergovernmental Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Intergovernmental Agreement supersedes any prior written or oral agreements between the parties and may not be amended or modified except with the written consent of both parties.

7. If any provision of this Intergovernmental Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or

unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

8. The party signing this Intergovernmental Agreement on behalf of Kane County represents and warrants that they have the authority to enter into and execute this agreement by and on behalf of Kane County. The party signing this Intergovernmental Agreement on behalf of Kendall County represents and warrants that they have the authority to enter into and execute this agreement by and on behalf of Kendall County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date and year as set forth above.

County of Kendall:

By: _____

Chairman, Kendall County Board

Dated: _____ 2012

County of Kane:

By: 

Karen McConnaughay
Chairman, Kane County Board

Dated: JULY 10, 2012