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Leon & return
to Atty. Callen.

6-8-10

Office of the Kane County State's Attorney



Civil Division
100 South Third Street
Geneva, Illinois 60134

General Offices:
(630) 208-5320
Fax: (630) 208-5168

June 4, 2010

Jean Weems
Kane County Board
719 South Batavia Ave.
Geneva, Illinois 60134

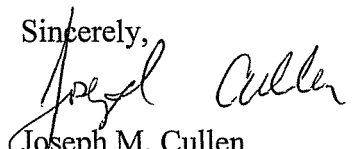
Re: MST Intergovernmental Agreement

Dear Ms. Weems:

Enclosed please find a copy of Resolution No. 10-124 as well as four (4) signed originals of the MST Intergovernmental Agreement executed by Kendall County. Please have Chairman McConnaughay sign and date all four originals and return three (3) fully-executed originals to me. I will forward two copies to Kendall County.

Should you have any questions or require additional information, please feel free to contact me directly at (630) 208-5322.

Sincerely,


Joseph M. Cullen
Assistant State's Attorney

Enclosures

JMC:sjr

S:\Cullen\County Board\Weems Jean 06.04.10

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STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 10-124

**AUTHORIZING INTERGOVERNMENTAL AGREEMENT WITH KENDALL COUNTY
FOR THE PROVISION OF MULTI-SYSTEMIC THERAPY TO JUVENILES
AND THEIR FAMILIES**

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

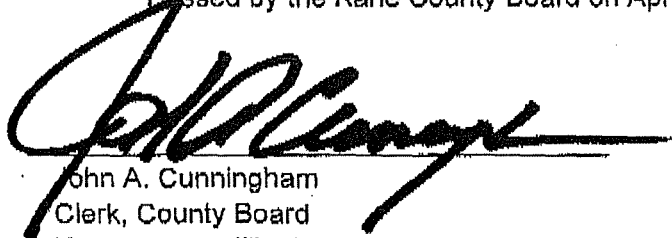
WHEREAS, the Circuit Court of Kendall County desires to provide in-home multi-systemic therapy services to juvenile delinquents and their families; and

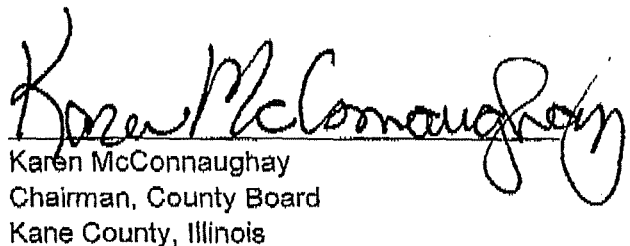
WHEREAS, sharing the costs of the contract to provide these multi-systemic therapy services is cost effective and benefits the taxpayers of both counties.

WHEREAS, Kendall County is agreeing 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.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to enter into an intergovernmental agreement with the County of Kendall for the provision of multi-systemic therapy services to juveniles and their families as ordered by the courts

Passed by the Kane County Board on April 13, 2010.


John A. Cunningham
Clerk, County Board
Kane County, Illinois


Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes 25
No 0
Voice 0
Abstentions 0

4IGA-Kendall

16Am-10-13

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") dated June 4, 2010, is made and entered into by and between the County of Kane and the County of Kendall.

WHEREAS, the County of Kane and the County of Kendall are each units of local government authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220 et seq. and the Illinois Constitution Article VII Sec. 10; and

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, in exchange for the receipt of services specified in the contract between the County of Kane and Kids Hope United n/k/a One Hope United, dated May 1, 2010, Kendall County is agreeing 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.

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 stated recitals are incorporated herein by reference.
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 \$42,823.00 per year for the first two years of that contract, payable in equal quarterly installments for each year. The first quarterly installment shall be due on August 1, 2010.

3. The quarterly payments are to be directed to:
Kane County Treasurer
Court Services Administration, Suite 100
37W777 Illinois Route 38
St. Charles, Illinois 60175-7530
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. Anne Vickery
Chairman, Kendall County Board
Kendall County Office of Administrative Services
111 W. Fox Street
Yorkville, Illinois 60560

With a copy to: Eric Weis
Kendall County State's Attorney
807 W. John Street
Yorkville, Illinois 60560

5. This Agreement shall become effective upon the date of acceptance by all parties hereto and shall expire on August 1, 2012. This Agreement may be amended with the written consent of all parties hereto. This Agreement may be cancelled by any party hereto at anytime upon thirty (30) days written notice to all parties.

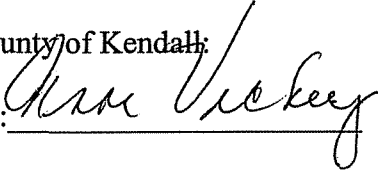
6. This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be Kendall County, Sixteenth Judicial Circuit, State of Illinois.

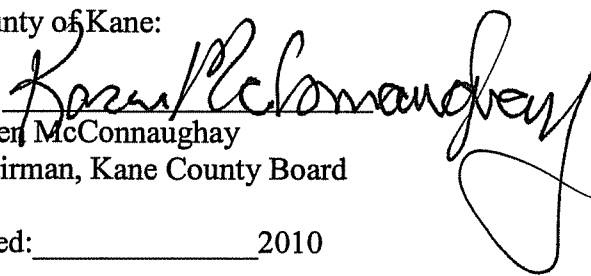
7. If any provision of this Agreement is held to be invalid, that provision shall be stricken from this Agreement and the remaining provisions shall continue in full force and effect to the fullest extent possible.

8. This writing constitutes the final expression of the Agreement of the parties. It is intended as a complete and exclusive statement of the terms of this Agreement, and it supersedes all prior and concurrent promises, representation, negotiations, discussions and Agreements that may have been made in connection with the subject matter hereof. No modification or termination of this Agreement shall be binding upon the parties hereto unless the same be in writing and appropriately executed.

9. The party signing this 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 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: June 1 2010

County of Kane:
By: 
Karen McConnaughay
Chairman, Kane County Board
Dated: _____ 2010