

# COUNTY OF KANE

Christopher J. Lauzen  
Kane County Board Chairman



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RECEIVED  
DEC 16 2013  
KANE COUNTY BOARD

**DOCUMENT VET SHEET**  
for  
Christopher J. Lauzen  
Chairman, Kane County Board

Name of Document: Intergovernmental Agreements with DeKalb County and Kendall County for the Provisions of MST

Resolution No.: #13-384

Submitted by: Lisa Aust, Executive Director

Dept. Head Signature: [Signature]

Date Submitted: 12/16/13

Dept. Head Sign-off Date: 12/16/13

Examined by:

Joseph Lulves  
(Print name)

[Signature]  
(Signature)

12-17-13  
(Date)

Post on the Web: YES  NO  Atty. Initials [Initials]

Comments:

Chairman signed: YES  NO

(Date)

12/17/2013

Document returned to: Lisa Aust.

(Name/Department)

**16<sup>TH</sup> JUDICIAL CIRCUIT**  
**KANE COUNTY COURT SERVICES**



**MEMORANDUM**

To: Chris Lauzen, County Board Chairman

From:  Deanna Cada, Deputy Director-Program Manager, Kane County Court Services

CC: The Honorable Judge Judith Brawka, Chief Judge  
David Rickert, Treasurer, Kane County  
Terry Hunt, Auditor, Kane County  
Lisa Aust, Executive Director, Kane County Court Services  
Margi Gilmour, Director, DeKalb County Court Services  
Tina Varney, Director, Kendall County Court Services

Date: December 10, 2013

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On June 11, 2013 Chairman Lauzen signed Resolution 13-182 Authorizing Contract with One Hope United for Multi-Systemic Therapy Services. Within the Resolution, it was stated that the County of Kendall and County of DeKalb would each reimburse Kane County at a rate of \$4,664 monthly for Year 1 and \$4,771 monthly for Year 2 of the contract. On re-examination of the costs of the MST Contract, it was determined that the actual amount for reimbursements from County of Kendall and County of DeKalb should be reflected at a rate of Four Thousand Three Hundred Fifty-Three (\$4,353) a month for Year 1 and Four Thousand Four Hundred Fifty Three (\$4,453) a month for Year 2. This change does not affect the MST Contract for services signed by Chairman Lauzen on June 24, 2013, or the County of Kane budget amounts reflected in either the Contract or Resolution 13-182.

The changes in amounts will be reflected in the County of Kendall and the County of DeKalb Intergovernmental Agreements.

Thank you for your assistance and attention

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 182

**AUTHORIZING CONTRACT WITH ONE HOPE UNITED FOR  
MULTI-SYSTEMIC THERAPY SERVICES  
(Court Services)**

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 Section 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 minors and families that promotes behavior change in the minors' natural environment, may be utilized as part of the minors' court ordered psychiatric or psychological treatment; and

WHEREAS, it is determined that utilization of multi-systemic therapy services reduces the need for residential placement for juvenile delinquents; and

WHEREAS, it is determined to be advantageous for the court to utilize multi-systemic therapy services for juvenile delinquents that are amenable to the treatment as an alternative to out of home/residential placement; and

WHEREAS, the County of DeKalb and the County of Kendall desire to provide in-home multi-systemic therapy services to juvenile delinquents and their families and by sharing the costs of the contract to provide these multi-systemic therapy services is cost effective and benefits the taxpayers of all three counties; and

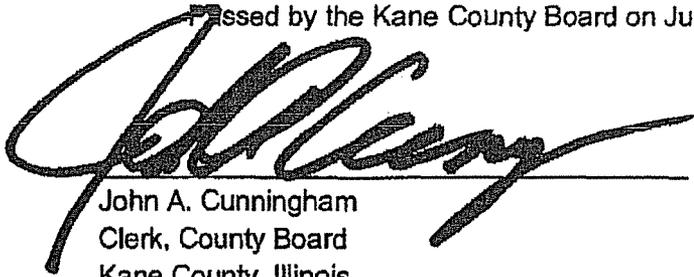
WHEREAS, the County of DeKalb and the County of Kendall will each reimburse the County of Kane at a rate of Four Thousand Six Hundred Sixty Four Dollars (\$4,664.00) monthly for year one (1) for multi-system therapy services and Four Thousand Six Hundred Seventy One Dollars (\$4,771.00) monthly for year two (2) for multi-system therapy services

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board, the Executive Director of Kane County Court Services, under the authority and supervision of the Chief Judge of the Sixteenth Judicial Circuit, and in the interest of effectively serving the local region, through Intergovernmental Agreement with the County of DeKalb and the County of Kendall, is hereby authorized to execute a contract with One Hope United, to provide in-home multi-systemic therapy services to juvenile delinquents and their families located within Kane County, and by agreement in DeKalb County and Kendall County, Il.

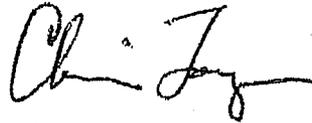
BE IT FUTHER RESOLVED the contract with One Hope United is not to exceed payment of Three Hundred Ninety One Thousand Seven Hundred Forty Four Dollars (\$391,744) in year one (1) and Four Hundred Thousand Seven Hundred Fifty Five Dollars (\$400,755) in year two (2) with a third year extension agreement of the parties.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
001.430.435.50420	Juvenile Custody	Yes	Yes	N/A

Passed by the Kane County Board on June 11, 2013



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



Chris Lauzen  
 Chairman, County Board  
 Kane County, Illinois

Vote: 24  
 Yes 0  
 No 0  
 Voice 0  
 Abstentions 0

6OneHope

**RESOLUTION**  
**#R2013 – 84**

**AUTHORIZING INTERGOVERNMENTAL AGREEMENT WITH KANE 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 DeKalb 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**, DeKalb County is agreeing to reimburse Kane County Fifty Two Thousand Two Hundred Thirty Four dollars (\$52,234.00) for the first year of Kane County's contract, dated June 1, 2013 to May 30, 2014, with One Hope United to provide multi-systemic services up to six (6) juvenile delinquents and their families with DeKalb County, with a charge of \$72.55 per diem, for the first six (6) juvenile delinquents.

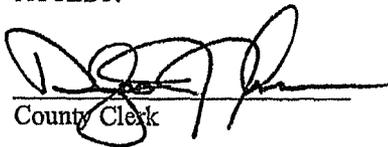
**WHEREAS**, DeKalb County is agreeing to reimburse Kane County Fifty Three Thousand Four Hundred Thirty Four dollars (\$53,434.00) for the second year of Kane County's contract, dated June 1, 2014 to May 30, 2015, with One Hope United to provide multi-systemic services up to six (6) juvenile delinquents and their families with DeKalb County, with a charge of \$74.55 per diem, for the first six (6) juvenile delinquents.

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

**PASSED AT SYCAMORE, ILLINOIS THIS**

  
Chairperson, DeKalb County Board

ATTEST:

  
County Clerk

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") dated \_\_\_\_\_, 2013, is made and entered into by and between the County of Kane and the County of DeKalb.

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 DeKalb 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, DeKalb County has agreed to reimburse Kane County Fifty Two Thousand Two Hundred Thirty Four (\$52,234.00) per year for the first year of Kane County's contract with One Hope United, said contract being in effect from June 1, 2013 to May 30, 2014.

WHEREAS, DeKalb County agrees to reimburse Kane County Fifty Three Thousand Four Hundred Thirty Four (\$53,434.00) Kane County's contract with One Hope United covering the period of June 1, 2014 to May 30, 2015.

WHEREAS, DeKalb County agrees to reimburse Kane 2/15<sup>th</sup> of the total cost of certifying, new, non-certified staff as required for multi-systemic therapy services with One Hope United covering the period of June 1, 2013 to May 30, 2015.

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

1. The County of DeKalb, in exchange for the receipt of those services specified in the contract between the County of Kane and One Hope United, dated June 1, 2013, agrees to reimburse the County of Kane \$52,234.00, for the period of June 1, 2013 to May 30, 2014 payable in equal quarterly installments.
2. The County of DeKalb, in exchange for the receipt of those services specified in the contract between the County of Kane and One Hope United, dated June 1, 2013, agrees to reimburse the County of Kane \$53,434.00, for the period of June 1, 2014 to May 30, 2015 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. Christopher Lauzen  
Chairman, Kane County Board  
719 S. Batavia Avenue  
Geneva, Illinois 60134

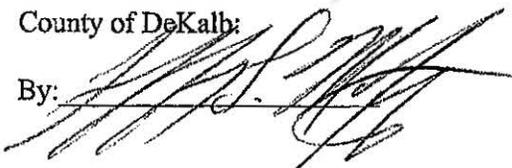
With a copy to: Kane County State's Attorney's Office  
100 S. Third Street  
Geneva, IL 60134  
Attention: Chief of the Civil Division

If to DeKalb County: Hon. Jeffrey L. Metzger, Sr.  
Chairman, DeKalb County Board  
Legislative Center -- Sycamore Campus  
200 N. Main Street  
Sycamore Illinois 60178

With a copy to: DeKalb County State's Attorney's Office  
County Courthouse  
133 West State Street  
Sycamore Illinois 60178

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

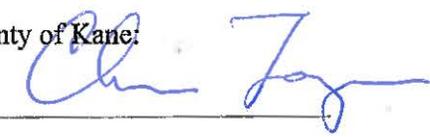
County of DeKalb:

By: 

Jeffrey L. Metzger, Sr.  
Chairman, DeKalb County Board

Dated: \_\_\_\_\_ 2013

County of Kane:

By: 

Christopher Lauzen  
Chairman, Kane County Board

Dated: 12/17/ 2013

16 Am 13-20

**INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY,  
ILLINOIS AND KANE COUNTY, ILLINOIS REGARDING  
MULTI-SYSTEMIC THERAPY SERVICES**

This Intergovernmental Agreement ("Agreement") dated \_\_\_\_\_, 2013, 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 Fifty Two Thousand Two Hundred Thirty Four (\$52,234.00) per year for the first year of Kane County's contract with One Hope United, said contract being in effect from June 1, 2013 to May 30, 2014.

WHEREAS, Kendall County agrees to reimburse Kane Fifty Three Thousand Four Hundred Thirty Four (\$53,434.00) Kane County's contract with One Hope United covering the period of June 1, 2014 to May 30, 2015.

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 One Hope United, dated June

1, 2013, agrees to reimburse the County of Kane \$52,234.00 for the period of June 1, 2013 to May 30, 2014 and \$53,434.00 for the period of June 1, 2014 to May 30, 2015. The amounts due shall be payable in equal quarterly installments. The first quarterly installment shall be due no later than December 1, 2013.

3. According to the contract between the County of Kane and One Hope United, dated June 1, 2013, One Hope United shall provide staff training and education regarding MST services. One Hope United will invoice Kane County for the staff training and education services provided. Kendall County agrees to reimburse Kane County in an amount equal to 2/15<sup>th</sup> of the total training and education costs invoiced by One Hope United and paid by Kane County. In no event shall Kendall County's portion for reimbursement exceed \$13,058.50. To obtain reimbursement, Kane County shall promptly provide Kendall County with a copy of the invoice received from One Hope United. Within thirty (30) days after Kendall County's receipt of the invoice, Kendall County shall submit payment to Kane County.

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

5. 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. Christopher Lauzen  
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 Shaw  
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 two (2) years, commencing on June 1, 2013 through May 30, 2015.

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

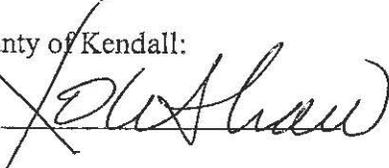
6. This Intergovernmental Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Intergovernmental Agreement supersedes any prior written or oral agreements between the parties and may not be amended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

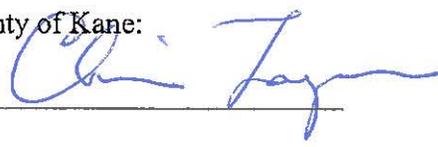
County of Kendall:

By: 

John Shaw  
Chairman, Kendall County Board

Dated: 10/01/13 2013

County of Kane:

By: 

Christopher Lauzen  
Chairman, Kane County Board

Dated: 12/17/13 2013