

**FILED**

DEC 15 2023

*Don / Hays*  
Sangamon County Clerk

43-1

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN  
THE COUNTY OF SANGAMON AND THE COUNTY OF MENARD  
REGARDING  
CHILD ADVOCACY CENTER SERVICES**

WHEREAS, Section 10 of Article VII of the Illinois Constitution and Section 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 220/5) authorize the counties of Menard and Sangamon to enter into this agreement; and

WHEREAS, the County of Sangamon is a unit of local government organized and existing under the laws of the Constitution of the State of Illinois and Chapter 55 of the Illinois Compiled Statutes; and

WHEREAS, the County of Menard is a unit of local government organized and existing under the laws of the Constitution of the State of Illinois and Chapter 55 of the Illinois Compiled Statutes; and

WHEREAS, the County of Sangamon established a Child Advocacy Center ("CAC") in 1989 to provide a formal, comprehensive, integrated, and multidisciplinary response to the investigation and disposition of reports of child maltreatment; and

WHEREAS, the County of Sangamon and the County of Menard have a relationship of past cooperation and goodwill for the delivery of services to residents of each county with similar needs; and

WHEREAS, for many years, and without repayment sufficient to cover the cost thereof, the CAC has provided its services to address child maltreatment reports arising in the County of Menard and other counties, said services complying with agreed upon operational protocols ; and

WHEREAS, as it is unfair for the residents of the County of Sangamon to continue to bear the expense of CAC services provided to residents of other counties, the County of

Sangamon now requires those counties to pay for CAC services provided to their residents.

WHEREFORE, in order to more formally set forth their agreement regarding CAC services, including the payment for CAC services, the parties agree as follows:

**Section 1. Authority to Enter into Agreement**

Each of the Parties consents and agrees that it has passed the necessary resolution to enter into this agreement and that it will perform all of its duties and obligation hereunder.

**Section 2. Term of this Agreement**

The term of this agreement begins upon its last execution and ends on November 30, 2024. Either party may terminate this agreement at any time, with or without cause, by giving the other party 30-days' notice of its decision to terminate the agreement.

**Section 3. CAC Services**

The CAC shall provide services for eligible County of Menard residents as set forth in the latest protocol agreed upon by the CAC, DCFS, and the County of Menard multidisciplinary team members.

**Section 4. Payment for CAC Services**

The County of Menard shall pay the County of Sangamon \$500 per CAC case involving an eligible County of Menard resident. Payment shall be due 45 days after the County of Menard receives an invoice for CAC services. The per case fee will be adjusted each year, based

upon the previous year's data, to reflect the actual expenses incurred by the County of Sangamon to operate the CAC divided by the number of cases for that year.

**Section 5. Mutual Cooperation**

The Parties intend and desire a collaborative effort to serve the needs of their residents. The Parties will seek to make available to one another and share their respective knowledge and expertise. The parties will seek to identify and jointly solicit additional sources of funding, including without limitation, corporate and governmental grants, that may from time to time become available to support the CAC, in a joint attempt to reduce the per case fee.

**Section 6. Construction**

The provisions of this Agreement have been negotiated, written, and reviewed by both parties in consultation with legal counsel. None of the provisions of this Agreement shall be construed against a party merely because that party was or is the principal drafter thereof.

**Section 7. Assignment**

This Agreement and the rights, obligations and duties of the parties hereto shall not be assignable or otherwise transferable without the prior written consent of each party hereto.

**Section 8. Modification**

No provisions contained herein may be modified, amended or waived except by written agreement or consent signed by both parties.

**Section 12. Indemnification**

The County of Menard agrees to defend, indemnify, and hold harmless the County of Sangamon, its officers, agents, and employees from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses (including reasonable attorneys' fees), suits, actions, or damages that may arise out of the CAC performing services pursuant to this agreement.

**Section 13. Entire Agreement**

This document, together with all exhibits attached hereto which are made a part hereof, constitute the entire agreement of the parties and supersede any and all other prior agreements, oral or written, with respect to the subject matter contained herein.

County of Sangamon

By: \_\_\_\_\_  
County Board Chairman

Date: \_\_\_\_\_

County of Menard

By:   
County Board Chairman

Date: 12/12/23