

6/18/2009
6/10/2009
5/20/2009

44-R-09

A RESOLUTION

**Authorizing the Interim City Manager to Sign an
Intergovernmental Agreement with Evanston Township Relating
to Mental Health Board Funding.**

WHEREAS, the City of Evanston, a unit of local government, is a home rule municipality pursuant to Article 7, Section VI, of the 1970 Illinois Constitution; and

WHEREAS, among the powers of home rule municipalities set forth in Article 7, Section VI, is the power to exercise and perform any function pertaining to its government and affairs; and

WHEREAS, Evanston Township is organized under the Statutes of the State of Illinois; and

WHEREAS, The City and the Township are public agencies within the meaning of such term in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, The 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Compiled Statutes, Ch. 5, Section 220/1, *et seq.*, provide legal authority for intergovernmental privileges and authority to be enjoyed jointly by townships and municipalities as well as other public bodies politic and fosters cooperation among local units of governments; and

WHEREAS, The City and the Township recognize the need for cooperation between the City of Evanston and Evanston Township in administering services to the citizens of Evanston; and

WHEREAS, the Agreement is in the best interests of the citizens of Evanston,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the foregoing recitals are found as fact and made a part hereof.

SECTION 2: That the Interim City Manager is hereby authorized to sign on behalf of the City of Evanston, and the City Clerk hereby authorized to attest, the Intergovernmental Agreement between the City of Evanston and Evanston Township in substantial conformity with Exhibit A attached hereto and made a part hereof.

SECTION 3: That the Interim City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the Agreement, consistent herewith, which she deems necessary and in the best interests of the City.

SECTION 4: That this Resolution 44-R-09 shall be in full force and effect from and after its passage and approval in the manner provided by law.

Elizabeth B Tisdahl

Elizabeth B. Tisdahl, Mayor

Attest:

Rodney Greene

Rodney Greene, City Clerk

Adopted: June 22, 2009

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into by and between the City of Evanston, an Illinois Municipal Corporation and Evanston Township, Cook County, Illinois.

In consideration of the statements and findings hereinafter set forth, the mutual covenants herein contained, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereto find and agree as follows:

SECTION 1: STATUS OF THE PARTIES:

1. The City of Evanston (hereinafter the "City") is an Illinois Municipal Corporation organized under the Constitution and Statutes of the State of Illinois.

2. Evanston Township, Cook County, Illinois (hereinafter the "Township"), is a Township organized under the Statutes of the State of Illinois.

3. The City and the Township are public agencies within the meaning of such term in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

4. The 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Compiled Statutes, Ch. 5, Section 220/I, *et seq.*, provide legal authority for intergovernmental privileges and authority to be enjoyed jointly by Townships and municipalities as well as other public bodies politic and fosters cooperation among local units of governments.

5. The City and the Township recognize the need for cooperation to enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project.

SECTION 2: SHARED SERVICES

1. For the Adopted Budget Year 2009-2010, Evanston Township agrees to provide funding for services provided by City as outlined in Attachment 1, in an amount not to exceed three hundred thousand dollars (\$300,000.00)

SECTION 3: PAYMENTS:

1. The Township agrees to make a not to exceed three hundred thousand dollar (\$300,000.00) annual payment to fund a portion of the City expenses as outlined in Attachment 1. This payment will be made in quarterly installments derived from a quarterly invoice that documents the agencies/services receiving funding to be provided to the Township at the close of each fiscal quarter of the City according to the schedule outlined below:

1st Quarter:	March 1, 2009 – May 31, 2009
2nd Quarter:	June 1, 2009 – August 31, 2009
3rd Quarter:	September 1, 2009 – November 30, 2009
4th Quarter:	December 1, 2009 – February 28, 2010

SECTION 4: BINDING EFFECT:

This Agreement shall be binding to the Parties and their respective successors, including successors in office.

SECTION 5: GOVERNING LAW:

This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.

SECTION 6: TERM:

This Agreement shall become effective upon the adoption by the City of an Ordinance approving it, and shall remain in effect for one (1) year.

Each year the City will evaluate the funding allocations for program services as outlined in Attachment 1. Upon mutual agreement of the City and Township, this agreement may be extended for additional fiscal years with an amount to be agreed upon at that time.

SECTION 7: AMENDMENTS, WAIVERS, MODIFICATIONS:

No amendment, waiver, or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law.

SECTION 8: COMPLETE AGREEMENT:

This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. All Parties acknowledge that no representations have been made which have not been set forth herein.

SECTION 9: PARTIAL INVALIDITY:

In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(signature page follows...)

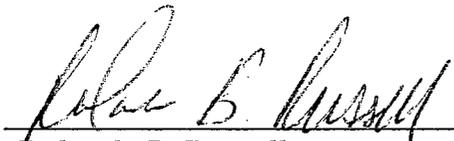
SECTION 10: AUTHORITY TO EXECUTE:

The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

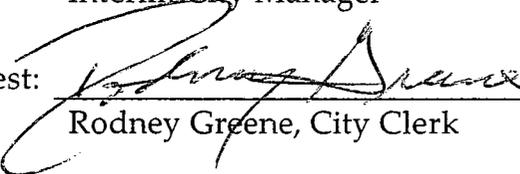
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____, 2009.

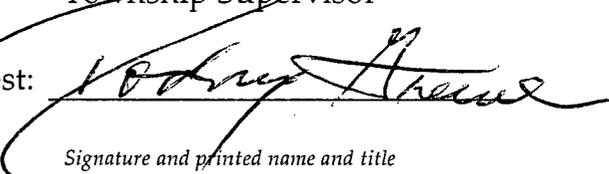
CITY OF EVANSTON

EVANSTON TOWNSHIP,
COOK COUNTY, ILLINOIS

By: 
Rolanda B. Russell,
Interim City Manager

By: 
Patricia Vance,
Township Supervisor

Attest: 
Rodney Greene, City Clerk

Attest: 
Signature and printed name and title

Attachment 1**FY09-10 Proposed Community Purchase Services by the Township of Evanston****2460 Community Purchased Services**

Business Unit	Agency Name	2008-09 Appropriation	2009-10 Proposed Appropriation	Evanston Township
62959	COLLABORATIVE SUPPORTED HOUSING PROGRAM	\$5,900	\$8,800	
67010	CHILDCARE NETWORK OF EVANSTON	\$129,700	\$129,700	\$25,000
67015	PEER SERVICES	\$133,700	\$139,100	\$69,400
67030	FAMILY FOCUS	42,000	42,000	
67040	LEGAL ASSIST FOUNDATION OF METRO CHICAGO	35,800	35,800	
67045	Y.O.U.	88,800	88,800	
67050	COMMUNITY DEFENDER OFFICE	35,300	32,400	32,400
67065	HOUSING OPTIONS	25,400	25,400	25,400
67070	SHORE COMMUNITY SERVICES	50,400	50,400	
67075	TRILOGY INC	7,200	7,200	7,200
67085	EVANSTON NORTH SHORE YWCA	4,900	4,900	4,900
67090	CHILD CARE CENTER OF EVANSTON	18,200	18,200	18,200
67105	YOUTH JOB CENTER	5,400	0	
67110	CONNECTIONS FOR THE HOMELESS	27,500	27,500	22,900
67125	INFANT WELFARE SOCIETY	120,600	120,600	25,000
67140	NORTH SHORE SENIOR SERVICES	39,300	39,300	25,000
67145	METROPOLITAN FAMILY SERVICES	95,300	95,300	25,000
67155	THRESHOLDS	9,800	9,800	9,800
67160	CENTER FOR INDEPENDENT FUTURES	9,800	9,800	9,800
	Total	885,000	885,000	300,000