

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 16<sup>th</sup> day of March, 2016 by and between the **Champaign County Mental Health Board** (hereinafter the "Mental Health Board") and the **Champaign County Board for the Care and Treatment of Persons with a Developmental Disability** (hereinafter the "Developmental Disabilities Board"). The parties hereby enter into this INTERGOVERNMENTAL AGREEMENT to delineate respective roles, responsibilities, and financial obligations associated with the shared administrative structure that shall be responsible for the staffing and operation of the Mental Health Board and the Developmental Disabilities Board. Both parties understand and agree as follows:

### WITNESSETH

WHEREAS, the Mental Health Board has a statutory responsibility (Illinois Community Mental Health Act, 405 ILCS 20 / Section 0.1 et.seq.) to plan, fund, monitor, and evaluate mental health, substance abuse, and developmental disability services in Champaign County;

WHEREAS, the Developmental Disabilities Board has a statutory authority (County Care for Persons with Developmental Disabilities Act, 55 ILCS 105 / Section 0.01 et. seq.) to fund services and facilities for the care and treatment of persons with a developmental disability;

WHEREAS, the Mental Health Board and Developmental Disabilities Board have overlapping responsibilities pertaining to planning, funding, monitoring, and evaluating developmental disability programs and services in Champaign County;

WHEREAS, the members of the Mental Health Board and the Developmental Disabilities Board are appointed by the Chair of the Champaign County Board with consent of the Champaign County Board and as such have committed to share the same administrative structure to maximize the funding available for direct mental health and developmental disabilities programs and services;

WHEREAS, the Parties agree sharing an administrative structure will reduce administrative costs, maximize available funding for direct services, and assure an integrated planning process for developmental disabilities and behavioral health programs and services;

NOW, THEREFORE, it is the agreement of the parties that this INTERGOVERNMENTAL AGREEMENT is entered into in order to assure an efficient, ongoing, cooperative effort that will benefit people with disabilities in Champaign County.

**The Parties Agree to the Following Arrangements for a Shared Executive Director and Joint Programs:**

1. The chief administrative employee shall serve in a dual (i.e., shared) capacity as Executive Director of the Mental Health Board as well as Executive Director of the Developmental Disabilities Board.
2. The terms and conditions of the Executive Director's employment shall be delineated in an employment contract with both the Developmental Disabilities Board and the Mental Health Board as Parties to the agreement.
3. Each Board shall complete a separate annual performance evaluation of the Executive Director. If either Board rates the Executive Director as "less than satisfactory," a Joint Personnel Committee comprising two (2) officers of the Mental Health Board and two (2) officers of the Developmental Disabilities Board shall be convened to assess the situation and formulate recommendations. A recommendation of termination by the Joint Personnel Committee, or any other action proposed, shall require ratification by each Board by majority vote. The Joint Personnel Committee shall have no other function.

An annual performance review conference with the Executive Director shall be convened by the Presidents of the two Boards. This conference shall be used to provide feedback about performance and discuss goals and objectives for the coming year.

4. Process for selection of a new shared Executive Director: At such time as it becomes necessary to fill the shared position of Executive Director for the Mental Health Board and the Developmental Disabilities Board, the search and decision process shall include the following steps and processes.
  - a. The Mental Health Board and the Developmental Disabilities Board shall develop and agree upon selection criteria and job description for the shared Executive Director position. If necessary, a separate document delineating the search process shall be developed and agreed upon by each Board.
  - b. The Presidents of the two Boards, with the advice and consent of the two Boards, shall appoint a Search Committee to manage the search and selection process for the shared Executive Director using the job description and selection criteria.
  - c. The Search Committee shall report, in advance, a general schedule for the search process, any advertising content to be used, shall request budget support for the search process, and shall keep the two Boards informed about activities and progress associated with the search with regular reports at each Board meeting during the search schedule.
  - d. Ultimately, finalists for the shared Executive Director position will be determined by majority vote of the Search Committee and forwarded to the two Boards.

- e. If within 45 days of the planned time of completion of the search, from the schedule in part (c) above, the Search Committee is unable to come to a decision about finalists, then the two Boards may elect to extend the search time to a specific later date or to start the search again from the beginning. If the two Boards do not so elect, this shall be considered to imply that a shared Executive Director is no longer viable and the process of termination or amendment of this agreement shall commence.
- f. The Executive Director shall be chosen from among the final candidates by majority vote of each Board. If the two Boards do not reach mutual agreement, then the two Boards may elect to start the search again from the beginning. If the two Boards do not so elect, this shall be considered to imply that a shared Executive Director is no longer viable and the process of termination or amendment of this agreement shall commence.

**The Parties Agree to the Following Financial Commitments:**

5. There shall be ongoing communication between the Mental Health Board and the Developmental Disabilities Board. On at least a quarterly basis, the shared Executive Director shall meet with the Presidents of the Mental Health Board and the Developmental Disabilities Board to review the status of the provision of administrative services, to discuss coordination of funding for developmental disabilities services, to coordinate regarding joint projects and activities, and to address any other items pertinent to the operations of either Board. The Presidents shall report on the discussion and any actions taken at regular meetings of each Board.
6. The Mental Health Board shall provide funding for developmental disabilities services using the FY12 amount of \$529,852 as a base with annual increases or decreases predicated on the percentage of increase or decrease in the levy fund in subsequent years.
7. The organization of Champaign County Government makes it cumbersome for administrative costs to be paid by both the Mental Health Board and the Developmental Disabilities Board. To simplify matters, all administrative costs shall be paid through the Mental Health Board fund/account. The Developmental Disabilities Board will transfer their share of administrative costs to the Mental Health Board for this purpose.
8. The split for administrative costs on the date of execution of this agreement is 42.15% for the Developmental Disabilities Board share with the remainder paid by the Mental Health Board. This percentage is based on a time study of staff effort to determine the salary cost split between the Boards. Subsequent appropriate cost sharing adjustments, based on time studies, pro rata allocation, or other mutually agreed approach shall be determined through the regular meetings between the Presidents of the Mental Health Board and the

Developmental Disabilities Board with the advice and consent of the two Boards.

9. In preparation for the annual budget process, the Executive Committee shall review the proposed administrative costs of the Mental Health Board budget to assure the share in paragraph (8) above is applied only to expenditures which are common for both boards. Administrative costs which are specific to the Mental Health Board or to the Developmental Disabilities Board shall be excluded from (i.e., backed out of) the shared cost pool.
10. All current and future "jointly sponsored programs and activities" shall be shared equally between the Boards unless each Board agrees to some other allocation. These include, but are not limited to, various Acceptance, Inclusion, and Respect programs intended to address discrimination, violations of civil rights, and other stigma directed to people with disabilities.

**Miscellaneous Provisions:**

11. Nothing contained herein serves to limit, alter, or amend either party's duties, rights, or responsibilities as set out in applicable State statutes, laws, or regulations.
12. This agreement can be amended at any time based on needs identified at the quarterly Presidents Meeting or by either of the two Boards.
13. This agreement may be terminated by first providing notification of intent to terminate the agreement at the President's Meeting, followed by majority vote of either Board, or in the event of disagreement about candidates for the Executive Director position as described in Paragraph 4 above. In the event of a decision to terminate the Intergovernmental Agreement, full implementation of the termination and separation shall be coordinated and concurrent with the Champaign County Budget and fiscal year (January 1).

**Governing Law:**

14. This Agreement shall be interpreted, construed, and governed by the laws of the State of Illinois.

**Entirety of Agreement:**

15. This Agreement embodies all representations, obligations, agreements, and conditions in relation to the subject matters hereof, and no representations, obligations, understandings, or agreements, oral or otherwise, in relation thereto exist between the parties except as expressly set forth herein and incorporated herein by reference. This Agreement constitutes the entire agreement between the Mental Health Board and the Developmental Disabilities Board on the subject matters hereof and supersedes and replaces any and all other understandings, obligations, representations, and agreements, whether written or oral, express or implied, between or by the Mental Health Board and the Developmental Disabilities Board. This

Agreement may be amended or terminated only by an instrument in writing duly executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have caused this INTERGOVERNMENTAL AGREEMENT to be executed by their authorized representatives on the 16th day of March, 2016.

**For the Champaign County Board for the Care and Treatment of Persons with a Developmental Disability:**

Philip T. Krein, President

*Philip T. Krein*

March 16, 2016

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**For the Champaign County Mental Health Board**

Deborah Townsend, President

*Deborah Townsend*

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## ADDENDUM TO INTERGOVERNMENTAL AGREEMENT

This Addendum to Intergovernmental Agreement is entered into this 27<sup>th</sup> day of November, 2020, by and between the Champaign County Mental Health Board ("MHB") and the Champaign County Board for the Care and Treatment of Persons with a Developmental Disability ("DDB").

Whereas, MHB and DDB entered into an Intergovernmental Agreement dated June 30, 2012 ("Agreement"), revised March 16, 2016 ("Agreement"), and amended September 17, 2014 and February 20, 2019,

Whereas, MHB and DDB desire to amend the Agreement by providing for the sharing of costs related to the acquisition, maintenance, and disposition of residences to be used to provide Community Integrated Living Arrangement ("CILA") Services,

Whereas, with financing provided by one or more local banks, MHB acquired residences in Champaign County to be leased to a CILA provider to provide housing to residents in Champaign County who qualify for CILA services,

Whereas, MHB paid the remaining mortgage balance (interest and principal) which has allowed for acquisition of two residences and provision of services to eligible persons, so that as of May 2019, the MHB had contributed a total of \$500,000, and the DDB \$300,000 to the project,

Whereas, per October 2020 resolution, the titles for each property were transferred from the MHB to the DDB,

Now, therefore, MHB and DDB hereby agree as follows:

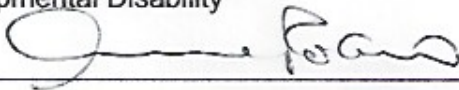
1. MHB and DDB have agreed that for so long as a residence is owned by DDB and used to provide CILA services to residents of Champaign County, each party shall be responsible for one-half of all costs associated with the acquisition of such residences, the debt payments associated with such residences, the maintenance costs of such residences and the costs associated with any disposition of a residence.
2. Prior to the contributions of the DDB becoming equal to those of the MHB, if expenses related to the CILA fund exceed the amount available in the annual budget, the DDB will transfer the additional amount to the CILA fund, reducing the remaining DDB obligation.
3. After the contributions of each Board have become equal, the CILA fund will continue to receive equal contributions from each board, by annual interfund transfers, for ongoing expenses associated with the properties. This annual amount will be based on most recently completed fiscal year actual expenses plus 10%.

4. If expenses related to the properties exceed the amount available in annual CILA fund budget, a request to transfer from CILA fund balance may be made. If fund balance is insufficient or transfer not possible, the Boards may agree to contribute equally to the fund as needed.
5. MHB and DDB agree that once a residence is no longer to be used to provide CILA services, DDB shall enter into a listing agreement with a realtor in an attempt to sell such residence.
  - A. If the homes are sold prior to such time as the total DDB contribution has become equal to that of the MHB, net proceeds from sale of the homes shall first be paid to MHB in an amount equal to the MHB's contribution that is greater than the then DDB's contribution. Any fund balance or net proceeds remaining will be split equally between the two Boards, as interfund transfers from the CILA fund to each of the MHB fund and DDB fund.
  - B. If the homes are sold after the contributions have become equal, the current balance of the CILA fund and proceeds from the sale of the homes will be split equally between the two boards, per the original agreement.

In witness whereof, the parties have executed this Addendum as of the date first written above.

As this Addendum contains the entire agreement between the Champaign County Mental Health Board ("MHB") and the Champaign County Board for the Care and Treatment of Persons with a Developmental Disability ("DDB") concerning the operations, finances and disposition of any matter related to the CILA (formal) homes, by mutual agreement, the Addendums of Feb 20, 2019 and Sept. 17, 2014 are null and void.

For the Champaign County Board for the Care and Treatment of Persons with a Developmental Disability



For the Champaign County Mental Health Board

