

Rev. 21-42

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN THE  
COUNTIES OFFORD  
AND  
MCLEAN

WHEREAS, under Article 7, Section 10, of the Illinois Constitution of 1970, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the County of Ford and the County of McLean are units of local government exercising power under the Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, in addition to the constitutional allowance for intergovernmental cooperation, the General Assembly has codified the ability of local units of government to enter into agreements to exercise authority in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.);

NOW THEREFORE, the County of Ford and the County of McLean hereby enter into this Agreement and agree to the following terms:

1. McLean County full-time employee, Suzanne Montoya, is currently employed as a McLean County Probation Officer.
2. Ford County is in need of an interim Chief Management Officer of Ford County Court Services.
3. Ford County desires Suzanne Montoya to serve as its Chief Management Officer on an interim basis while she maintains her current, full-time duties as a McLean County Probation Officer.
4. Ford County shall reimburse McLean County for the increased salary, as determined by the Circuit Court of the 11<sup>th</sup> Judicial Circuit and the Administrative Office of the Illinois Court, paid to Ms. Montoya while serving as interim Chief Management Officer for Ford County, including any and all payroll expenses or as provided herein.
5. The interim period shall begin April 1, 2021 and expire March 31, 2022. This agreement may terminate prior to March 31, 2022, provided Ford County has approved a permanent Chief Management Officer and is no longer in need of the services of Ms. Montoya.
6. For the calendar year of 2021, Ford County shall contribute 8.61% of the increased salary of Ms. Montoya to the Illinois Municipal Retirement Fund on her behalf.
7. For the calendar year of 2022, Ford County shall contribute 6.60% of the increased salary of Ms. Montoya to the Illinois Municipal Retirement Fund on her behalf.

8. During the interim period, Ford County shall contribute 7.65% of the increased salary of Ms. Montoya under the Federal Insurance Contributions Act.
9. McLean County shall issue an invoice for Ford County's reimbursement as outlined in this agreement. Invoices will be issued every two pay periods (or every four weeks) for services during the interim period. Invoices will be generated by McLean County Court Services and directed to the Ford County Treasurer.
10. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
11. This Agreement may not be assigned by either party without the prior written consent of the other party.
12. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.
13. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED

*Debbie Smith*

Chairman, Ford County Board

*5/10/2021*

Date

ATTEST:

*Amy Frederick*  
 Amy Frederick Ford Co. Clerk, Recorder

*5/10/2021*

Date

APPROVED:

John McIntyre, Chairman, Mclean County Board

Date

Suzanne Montoya

Date

ATTEST:

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Kathy Michael, Clerk of the County Board of  
McLean County, IL

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Date