

Ord. 24-33

**INTER-GOVERNMENTAL AGREEMENT  
BETWEEN THE 11<sup>th</sup> JUDICIAL CIRCUIT COUNTIES OF FORD  
MCLEAN, LIVINGSTON, LOGAN, AND WOODFORD**

**VETERANS' TREATMENT COURT COORDINATOR**

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 Counties of Ford, Livingston, Logan, McLean and Woodford are units of local government exercising power under the Counties Code (55 ILCS 5/1-1001, et seq.) which collectively constitute the counties of the Eleventh Judicial Circuit in the State of Illinois (11<sup>th</sup> Judicial Circuit); 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.); and

WHEREAS, the 11th Judicial Circuit Veterans' Treatment Court (VTC) is a circuit-wide program and the VTC Coordinator is a circuit-wide probation officer position.

NOW THEREFORE, the Counties of Ford, Livingston, Logan, McLean and Woodford (Collectively, "the Parties") hereby enter into this Agreement and agree to the following terms:

1. The VTC Coordinator shall oversee the 11th Judicial Circuit's VTC program.
2. This position will be housed by the McLean County Court Services Department and that office shall bear the costs of said office and related equipment.
3. McLean County will be reimbursed through grants in aid by the Administrative Office of the Illinois Courts (AOIC) for the salary of this position, but not the benefit costs for the position.
4. The Parties shall share the unreimbursed costs and expenses for the McLean County employee benefits for the VTC Coordinator position. Those benefit costs and expenses shall include the following:
  - a. retirement expenses under the Illinois Municipal Retirement Fund (IMRF);
  - b. Social Security costs as defined under the Federal Insurance Contributions Act (FICA);
  - c. unemployment insurance as provided under the Illinois Department of Economic Security (UI – IDES);

- d. and employer contributions for health insurance premiums as provided under the McLean County group health and major medical insurance program (Section 108-56 of the McLean County personnel code) (Health Insurance).
5. The Parties shall each contribute the following percentage of the unreimbursed benefit costs of the VTC Coordinator as defined under Section 4 of this agreement as follows:
  - a. Ford County 4.7%
  - b. Livingston County 12.5%
  - c. Logan County 9.8%
  - d. McLean County 59.6%
  - e. Woodford County 13.4%

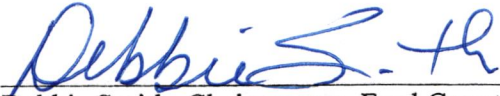
These percentages are calculated based on the proportion to the population of each county in Circuit (2020 Census).

6. The Counties of Ford, Livingston, Logan and Woodford shall each reimburse McLean County for its portion of the costs, as established in Section 5. McLean County shall issue an invoice for Ford, Livingston, Logan and Woodford's reimbursement as outlined in this agreement. Invoices will be issued every two pay periods (or every four weeks) for services during the calendar year. Invoices will be generated by McLean County Court Services and directed to the Treasurer of each respective county.
7. If 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.
8. This Agreement may not be assigned by either party without the prior written consent of the other party.
9. 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.
10. 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 all parties.
11. This agreement is effective for the term of October 1, 2024 – October 1, 2034. A party may terminate their obligations under this agreement by giving a 90-day written notice of

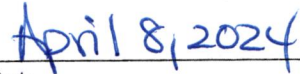
termination to all parties. Notice of termination shall be sent to the Treasurer and the Director of Court Services of each of the respective counties.

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

**APPROVED:**



Debbie Smith, Chairwoman, Ford County Board

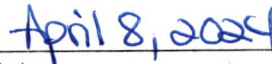


Date

**ATTEST:**



Amy Frederick, Clerk of the County Board of Ford County, Illinois



Date

**APPROVED:**

James Carley, Chairman, Livingston County Board

Date

**ATTEST:**

Kristy Masching, Clerk of the County Board of Livingston County, Illinois

Date

**APPROVED:**

Emily Davenport, Chairwoman, Logan County Board

Date

**ATTEST:**

Theresa Moore, Clerk of the County Board of Logan County, Illinois

Date

**APPROVED:**

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Chuck Nagel, Chairman, Woodford County Board

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Dawn Kupfer, Clerk of the County Board of  
Woodford County, Illinois

\_\_\_\_\_  
Date

**APPROVED:**

\_\_\_\_\_  
Catherine Metsker, Chairman, Mclean County Board

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date