

Red. 25-66

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTIES OF McLEAN and FORD FOR THE COURT
APPOINTED SPECIAL ADVOCATES PROGRAM

This Intergovernmental Agreement ("Agreement") is made by and between the County of McLean, a body politic and corporate of the State of Illinois ("McLean County") and the County of Ford, a body politic and corporate of the State of Illinois ("Ford County"), hereafter collectively referenced as "the Parties".

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 and 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.); and

WHEREAS, since its inception in 1995, the Court Appointed Special Advocate ("CASA") program of McLean County has trained over 750 volunteers to advocate for over 3,900 children who have been adjudicated abuse and/or neglected in the community; and,

WHEREAS, Ford County officials have expressed a desire to initiate a CASA program in their jurisdiction through intergovernmental cooperation with the established CASA program in McLean County; and,

WHEREAS, the Illinois Association of Court Appointed Special Advocates has awarded a 2 year sub-recipient expansion award to CASA of McLean County for the provision of services in Ford County; and,

WHEREAS, Ford County is committed to providing necessary funds for the CASA program in its jurisdiction, including by supplementing grant funding both during and after the expiration of the 2 year sub-recipient expansion award;

NOW THEREFORE BE IT RESOLVED, that in consideration of the mutual promises, covenants, and obligations herein, the Parties hereby agree as follows:

TERMS OF AGREEMENT

- 1. Incorporation of Recital Clauses.** The above recital clauses are hereby incorporated into and are made a part of this Agreement.
- 2. Effective Date of Agreement.** This signed Agreement shall be effective July 1, 2025 (the "Effective Date").
- 3. Term.** The term of this agreement shall commence from the Effective Date for a term of ten years, subject to termination by the Parties pursuant to Section 12 of this Agreement
- 4. McLean County Responsibilities.** McLean County shall have the following responsibilities and obligations:
 - a. McLean County shall operate a CASA program in Ford County, accommodating requested levels of service within the available funding.
 - b. McLean County shall only use sub-recipient expansion award funds or funds provided by Ford County to support the CASA program in Ford County.
- 5. Ford County Responsibilities.**
 - a. Ford County shall provide to McLean County all funds necessary for McLean County to operate the CASA program in Ford County.
- 6. Indemnification.** To the extent permitted by Illinois law, Ford County will defend, indemnify, and hold McLean County, and its officers, board members, employees, agents, and representatives, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney fees, resulting from or arising out of Ford County's breach or failure to perform its obligations under this Agreement.
To the extent permitted by Illinois law, McLean County will defend, indemnify, and hold Ford County, and its officers, board members, employees, agents, and representatives, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney fees, resulting from or arising out of McLean County's breach or failure to perform its obligations under this Agreement.
- 7. Severability.** 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. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.
9. Applicable Law. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Illinois. Any action or proceeding arising out of this Agreement will be litigated in courts located in McLean County, Illinois.
10. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement.
11. Modification. 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.
12. Termination. A party may terminate its obligations under this agreement by giving a 60-day written notice of termination to all parties. Notice of termination shall be sent to the County Board Chair and the Resident Circuit Judge of each of the respective counties.
13. Notices. Any notice required under this Agreement shall be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows, unless another address is designated by the party:

IF TO MCLEAN COUNTY:
County Board Chair
115 E. Washington Street
Room 401
Bloomington, IL 61701

With Copy To:
Resident Circuit Judge
104 W. Front Street
Room 522
Bloomington, IL 61701

IF TO FORD COUNTY:
County Board Chair
200 W. State
Paxton, IL 60957

With Copy To:
Resident Circuit Judge
11th Judicial Circuit Ford
County Courthouse 200
W. State Room 201
Paxton, IL 60957

14. Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision contained in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

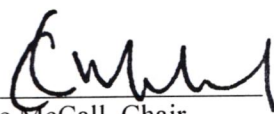
COUNTY OF McLEAN

Elizabeth Johnston, Chair
McLean County Board

Attest:

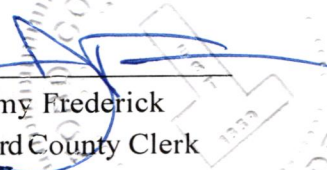
Kathy Michael,
McLean County Clerk

COUNTY OF FORD



Chase McCall, Chair
Ford County Board

Attest:



Amy Frederick
Ford County Clerk

