

Sponsored by: Gary Jury

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Operations & Administrative Committee

2015 CR

**RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
WINNEBAGO COUNTY FOREST PRESERVE DISTRICT AND THE
COUNTY OF WINNEBAGO FOR ADMINISTRATIVE SERVICES**

WHEREAS, the County of Winnebago offices have performed, over the years, certain administrative services for the Winnebago County Forest Preserve District; and,

WHEREAS, the Forest Preserve District has established a payment for services rendered by the Winnebago County offices; and,

WHEREAS, an Intergovernmental Agreement has been prepared to outline the duties and responsibilities of the various County offices that assist in the administration of Forest Preserve District functions.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Winnebago County Chairman is hereby authorized to execute an Intergovernmental Agreement attached as Exhibit A.

BE IT FURTHER RESOLVED, this Resolution shall be in full force and effective immediately upon its adoption.

**Intergovernmental Agreement
between the County of Winnebago, Illinois
and the Winnebago County Forest Preserve District
for the Performance of Administrative Services**

The County of Winnebago, Illinois, hereinafter referred to as "County", and the Winnebago County Forest Preserve District, hereinafter referred to as "District", for the consideration hereinafter set forth, hereby agree as follows:

1. PURPOSE AND OBJECTIVES. This Agreement is entered into to authorize various County officials, office, and departments to provide administrative services for the District.
2. SERVICES PROVIDED BY COUNTY.
 - Finance Department –
 1. Process accounts payable, payroll, and assist with payroll related questions
 2. Financial accounting, interim and year-end financial statements, audit preparation and coordination
 - Treasurer – Reconcile bank statements, perform wire transfer, data entry functions
 - Purchasing – Assistance with formal bid process as needed and minor purchasing issues
 - Human Resources – Process payroll changes, administer County Health Plan and various other minor items
 - County Administrator – Financial consultation. Budget Assistance
3. COMPENSATION FOR SERVICES. As compensation for those functions, duties, and services performed for the District in Fiscal Year 2015-2016, District will pay County \$67,000 payable in four (4) equal installments. For each succeeding fiscal year the compensation shall be adjusted by the rate of inflation or 3%, whatever is less.
4. EFFECTIVE DATE. This Agreement shall commence on October 1, 2015.
5. TERMINATION. This Agreement may be terminated at any time by mutual written consent of all of the parties. Any party may terminate this Agreement for succeeding fiscal years by providing written notice to all other parties on or before July 1 of the preceding fiscal year.
6. AGENTS OF DISTRICT. It is agreed by the parties that, while they are performing duties pursuant to this Agreement, all County officials, officers, or employees are considered agents of, but not employees of, the District.

7. LIMITATION OF LIABILITY. The District agrees to indemnify the Director of Finance, County Treasurer, and other County employees and save them harmless against any and all loss, damage, liability, judgements, costs, and reasonable attorney's fee arising out of their or their employees' acts or omissions undertaken pursuant to this Agreement.
8. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated Agreement between the County and District, and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement may be waived, changed, or modified except by an instrument in writing signed by all parties hereto.
9. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which after execution shall be deemed an original.

**The County of
Winnebago, Illinois**

**Winnebago County
Forest Preserve District**

BY: _____
Scott Christiansen, Chairman
County Board

BY: _____
Judy Barnard, President
Winnebago County Forest Preserve District

DATE: _____

DATE: _____

ATTEST: _____
Margie Mullins
Winnebago County Clerk

ATTEST: _____
Mike Eickman, Secretary
Winnebago County Forest Preserve District