

PC. Resolution  
2023-07  
**INTERGOVERNMENTAL AGREEMENT BETWEEN MARSHALL  
COUNTY AND PUTNAM COUNTY REGARDING JOINT  
EMPLOYMENT OF A ZONING ADMINISTRATOR**

This Agreement is entered into this 9<sup>th</sup> day of March, 2023, by and between Marshall County ("Marshall") and the Putnam County ("Putnam"), collectively referred to as the "parties."

**WHEREAS**, Marshall is a unit of local government organized and existing under the laws of the State of Illinois; and,

**WHEREAS**, Putnam is a unit of local government organized and existing under the laws of the State of Illinois; and,

**WHEREAS**, in addition to other powers possessed by the parties, this Agreement is entered into pursuant to Article VII of the Illinois Constitution and pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, *et. seq.*

**WHEREAS**, the parties wish to share the services of a Zoning Administrator who will investigate zoning regulations and violations to streamline and manage zoning for both communities; and,

**WHEREAS**, a employing a professional Zoning Administrator is intended to result in cost savings that exceed the cost of the Zoning Administrator; and,

**WHEREAS**, PUTNAM agrees to employ the Zoning Administrator, MARSHALL will share 50 percent (%) of all costs associated with the employment of Zoning Administrator.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by the parties as follows:

**RECITALS**

The parties acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are hereby incorporated into this Agreement as if fully set forth in this Section 1.

**Employment**

The payment of wages to the employee and the accounting of liability and payment for all employment related taxes, insurance costs and benefit costs shall be the responsibility of PUTNAM.

**Joint Hiring of Individual**

The parties agree to jointly hire a Zoning Administrator through normal job posting avenues to be decided by the Marshall County Board. Marshall will draft an advertisement and post the position. The Marshall

County Board and the Putnam County Board, or their designee, will jointly select potential candidates and both parties will be present for any interviews with prospective employees. The decision to select a prospective employee will be jointly made by the Marshall County Board and Putnam County Board, or their designee.

### **Cost Sharing**

Marshall and Putnam agree to share all costs related to the wages, costs, and benefits for the employee. Costs shared shall include the hourly pay, reimbursements, payroll taxes, workers compensation insurance, the cost of payroll services, insurance and benefits including, health, life, dental and retirement benefits. PUTNAM shall perform or cause to be performed, as part of PUTNAM's role as employer, all federal, state and local employment withholding and tax reporting obligations. PUTNAM shall also provide payroll service to the employee and cover the employee under a workers compensation insurance policy that meets all applicable laws and statutes and is issued by an Illinois licensed insurer. Said costs shall be paid in full by PUTNAM and upon receipt of proper documentation, reimbursed at 50 percent by MARSHALL to PUTNAM as invoiced by PUTNAM.

Marshall will provide for all typical office supplies, specialized supplies, equipment and technology purchased for the purpose of managing purchasing process as agreed by Marshall and Putnam and shared evenly. Costs incurred to provide services for either county and without the agreement of the other County shall be fully paid for by the county receiving the services.

The rate of pay and budget for professional development training, memberships and resources will be agreed to between the county boards or designees of Marshall and Putnam. The employee shall be employed in accordance with the PUTNAM Personnel Policies Manual and other policies applicable to similarly situated employees in PUTNAM. The Zoning Administrator shall have no entitlement to compensation or benefits applicable to employees of MARSHALL and shall not be subject to MARSHALL's personnel policies and practices. Additional costs not specifically outlined in this agreement will be discussed and agreed to between the county boards or their designees.

If the required reimbursement payments are not made for any month due, PUTNAM will give notice to MARSHALL and provide 30 days to cure. If the payment is not made within the time frame, the intergovernmental agreement is terminated. If PUTNAM elects to retain the employee, MARSHALL will owe six months of pay. If PUTNAM elects to terminate the employee due to MARSHALL's failure to pay, MARSHALL will owe all unemployment costs. If the employee is terminated due to the dissolution of this agreement, the cost of unemployment insurance shall be divided.

### **Assignment of Duties**

The duties of the employee shall be as provided in the job description (attached hereto and incorporated herein). The parties may modify the job description at any time by joint agreement.

The assignment of the employee and the hours and working conditions for the employee shall be as agreed to by the county boards or their designees, and generally in accordance with the job description attached. In the event of conflicting priorities, the Zoning Administrator shall identify priority projects

and submit to the county boards or their designees to review. The county boards or designees shall reach an agreement on the employee's priorities.

The employee shall track hours worked by project and community on a weekly basis and remit to the Administrators or their designees.

All Personnel rules of PUTNAM that are applicable to the employee shall continue to apply to the employee when the employee is assigned to perform services for MARSHALL pursuant to the intergovernmental agreement.

**Discipline and/or Termination of Employment**

Discipline and termination of the employee shall be in accordance with the PUTNAM Personnel Policies Manual. The MARSHALL Administrator shall have the authority to recommend discipline up to and including termination to the PUTNAM Administrator who shall have the final authority to impose discipline.

**Indemnify and Hold Harmless**

- A. Any actions or duties taken, performed or omitted by the Zoning Administrator on behalf of or with respect to a County shall not create liability to the other County. Nevertheless, in the event that a County is made a defendant in a lawsuit (hereinafter, the "Defendant County") as a result of actions or duties taken, performed or omitted by the Zoning Administrator while assigned to a particular County (hereinafter the "Indemnifying County"), the Indemnifying County shall indemnify the Defendant County, as follows. Each County hereby indemnifies and holds harmless the other County against and from any liability, claim, cost, or expenses (including without limitation court costs and attorney's fees) resulting from, relating or with respect to, actions or duties taken, performed or omitted by the Zoning Administrator acting as such on behalf of or with respect to the Indemnifying County.
- B. Any Workers' Compensation Claim made by the Zoning Administrator shall be paid under PUTNAM's Workers' Compensation Policy. If a significant claim is incurred, MARSHALL shall share in a portion of the resulting premium increase for a term of five years.
- C. For any claims made by the Zoning Administrator with respect to his/her employment, based on decisions implemented by PUTNAM following consultation with MARSHALL, the liability, if any, for such claims shall be shared by the County on the following basis: Marshall 50% and PUTNAM 50%. A settlement offered for a claim with shared liability shall be agreed to by both Counties. The County incurring such liability shall promptly issue an invoice to the other County itemizing the payments to be reimbursed. The other County shall pay the amount invoiced within sixty (60) days after receipt of the invoice. If any County should learn or become aware of any claim or possible claim it shall notify the other County immediately.

For all other claims made by the Zoning Administrator with respect to his/her employment based on the acts or omissions of a County, such claims shall not create liability to the other County. Each County hereby indemnifies and holds harmless the other County against and from any liability, claim, cost, or expenses (including without limitation court costs and attorney's fees) resulting from, relating or with respect to, actions taken or omissions of the Indemnifying County.

#### **Term of Agreement**

(A) The term of this intergovernmental agreement shall begin with the execution of this Agreement by both parties and shall remain in force and effect until 3-7-24, unless terminated by either Marshall or Putnam. Notice of intent to cancel this agreement by either party shall be served in writing at least six (6) months prior to the date of cancellation.

(B) This Agreement may also be terminated immediately if one party commits any material breach or material default in the performance of any obligation under this agreement (other than the payment of money)."

#### **Amendment**

Any terms or conditions of this Agreement may be deleted or altered only by written amendment or modification to this Agreement, duly executed by each County.

#### **Severability**

If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

#### **Assignment/Binding Effect**

Neither party may assign its respective rights and duties hereunder except upon prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

#### **Post Termination**

Upon termination of this Agreement, Marshall must promptly deliver all final statements of Putnam's allocated share of the personnel costs incurred through the date of termination for reimbursement as stated above. Provided, however, that monetary obligations that are incurred or accrued prior to the date of termination shall survive the termination of the Agreement and shall constitute continuing obligations until satisfied in full.

#### **Notices**

Notices to the parties shall be in writing and delivered by personal service or by the U.S.P.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

*If to Marshall County:*

*If to Putnam County:*

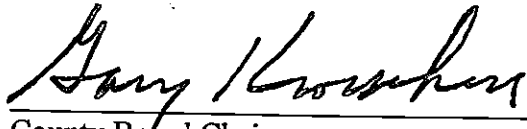
Either party may change the address for notices to such party by giving written notice to the other party. Notice given by personal service shall be effective upon the dated delivered notice, if delivered or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day following the posting.

**Entire Agreement**

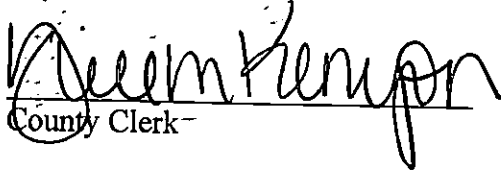
This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, and merged herein. This Agreement may be modified only by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at 3/9/23, Illinois.

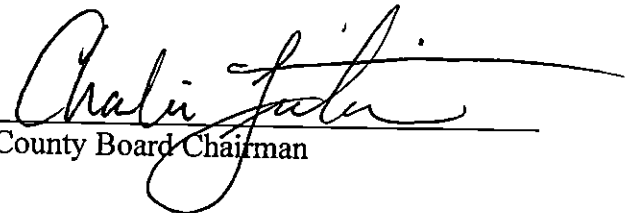
Marshall County: Gary Kroeschen

By:   
County Board Chairman

Attest:

  
County Clerk

Putnam County: Charles Lenkaitis

By:   
County Board Chairman

Attest:

  
County Clerk