

This Agreement is made pursuant to 5 ILCS 220/1 et. seq. and is between Vermilion County, Illinois and other members of the CENTRAL ILLINOIS LAND BANK AUTHORITY and said CENTRAL ILLINOIS LAND BANK AUTHORITY as designated by their signatures below.

#### RECITALS

Whereas, Vermilion County and other governmental bodies are part of an intergovernmental agreement to operate a land bank for the betterment of the public; and

WHEREAS, the land bank is in need of an Executive Director to manage the program as agreed upon by the participating governmental bodies; and

WHEREAS, the CENTRAL ILLINOIS LAND BANK AUTHORITY itself does not have sufficient funds to fund the employment of an Executive Director but it is anticipated the it will in the near future and it is agreed that Vermilion County as part of its participation with the land bank is able and willing to fund such a position of Executive Director until the land bank is able to fund such a position on its own.

IT IS THEREFORE AGREED BETWEEN ALL GOVERNMENTAL BODIES ASSOCIATED WITH THE CENTRAL ILLINOIS LAND BANK AUTHORITY AND THE CENTRAL ILLINOIS LAND BANK AUTHORITY ITSELF AS FOLLOWS:


1. The Central Illinois Land Bank Authority shall hire an Executive Director who will be an employee of the Central Illinois Land Bank Authority, subject to the direction of the Board of Directors of the said land bank.
2. Vermilion County shall temporarily fund that position and the associated costs of maintaining an employee, including but not limited to payment of employment taxes.
3. The associated governmental bodies who are members of the Central Illinois Land Bank Authority agree to reimburse Vermilion County for all costs of the Executive Directors salary including any associated employment taxes or costs directly attributable to the employment of the Executive Director by authorizing the Central Illinois Land Bank Authority to collect sufficient funds and to use such funds to reimburse the County of Vermilion for such costs as it may expend in supporting the Executive Director of the Central Land Bank Authority on the Vermilion County payroll.
4. It is further agreed that the Executive Director is not an employee of the County but an employee of the Central Illinois Land Bank Authority and that the Central Illinois Land Bank is responsible for any workman's compensation, insurance, or any other claim arising from the employment of the Executive Director and the Central Illinois Land Bank Authority with hold the County of Vermilion harmless from any claim arising from the employment of the Executive Director. Because the Executive Director is not an employee of the County, the Executive Director shall not be entitled to any benefits normally associated with employment with the County of Vermilion including, but not

limited to, health and life insurance, Illinois Municipal Retirement benefits, deferred compensation.

5. This Agreement is made pursuant to ARTICLE IX Section 9.05 of the Intergovernmental Agreement establishing the Central Illinois Land Bank Authority and the powers and authorities enumerated elsewhere in such Intergovernmental Agreement.
6. This Agreement may be revoked by Vermilion County or the CENTRAL ILLINOIS LAND BANK AUTHORITY upon thirty days' notice to each party to this agreement.
7. All terms, powers, and other provisions of the CENTRAL ILLINOIS LAND BANK AUTHORITY Intergovernmental Agreement currently in place and as may herein after be amended, are incorporated herein by reference and made part of this Agreement.

This Intergovernmental Contract and Agreement was Approved by the

Corporate Authorities of Vermilion County, Illinois on the 14<sup>th</sup> day of January, 2020.



Chairman

Attest:



County Clerk

This Intergovernmental Contract and Agreement was Approved by the CENTRAL ILLINOIS LAND BANK AUTHORITY on the 14<sup>th</sup> day of January, 2020

\_\_\_\_\_  
Chairman of the Central Illinois Land Bank Authority

Attest;

\_\_\_\_\_  
Secretary/Treasurer

Approved by the Executive/Legislation Committee on 01/09/2020

Larry Baughn Jr.  
Chairman

Y  N  A

Craig Golden

Y  N  A

Steve Fourez

Y  N  A

Kevin Green

Y  N  A

Crisi Walls

Y  N  A

Greg Thatcher

Y  N  A

Becky Stark

Y  N  A